

# UNOFFICIAL COPY

91647281

**TRUST  
DEED**

DUPLICATE ORIGINAL

DEPI-01 RECORDING 113.50  
T55555 TRAH 4381 12/10/91 12:41:00  
00760 + P X-91-647281  
COOK COUNTY RECORDER

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made 11/27, 1991, between FRANK JOHN CAPACI & SHIRLEY M. CAPACI, HIS WIFE, herein referred to as "Mortgagors," and INDEPENDENT TRUST CORPORATION, an Illinois corporation doing business in Lombard, Illinois, herein referred to as Trustee, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note in the principal sum of 86186.69 Dollars, evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable to the Holders of the Note and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from 12/03/91 on the balance of principal remaining from time to time unpaid. All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal provided that all of said principal and interest payments under the Note shall be made at the place or places designated in writing by the Holders of the Note, from time to time.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF STREAMWOOD, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 690 IN WOODLAND HEIGHTS UNIT 2, BEING A SUBDIVISION IN SECTIONS 23 AND 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN RECORDERS OFFICE ON NOVEMBER 28, 1958 AS DOCUMENT 17389928 AND FILED IN REGISTRARS OFFICE AS DOCUMENT LR1831943 IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 501 BERKLEY PL. STREAMWOOD, IL 60107

Permanent tax number: 06-23-403-026

which, with the property hereinafter described, is referred to herein as the "premises". 91647281  
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled therein (which are pledged primarily and on a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit, or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador doors, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IMPORTANT: This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand S and seal S of Mortgagors the day and year first above written.

Frank J. Capaci [SEAL]  
FRANK JOHN CAPACI  
[SEAL]

Shirley M. Capaci [SEAL]  
SHIRLEY M. CAPACI  
[SEAL]

STATE OF ILLINOIS,  
COUNTY OF COOK

I, ANTHONY J. BARATTA, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT FRANK JOHN CAPACI & SHIRLEY M. CAPACI, HIS WIFE who S personally

known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said instrument as A free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of NOVEMBER

19 91

PREPARED BY:  
BNM, INCORPORATED  
BOX 4509  
60505-1287

" OFFICIAL SEAL "  
ANTHONY J. BARATTA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/26/94

Anthony J. Baratta  
Notary Public

1350

MAIL TO

INTERCOUNTY TITLE COMPANY

NOTICE OF BOTH THE BORROWER AND THE TRUSTEE SHOULD BE IDENTIFIED BY THE TRUSTEE BEFORE RECORDING FOR RECORD

INDEPENDENT TRUST CORPORATION, Trustee

FOR RECORDED INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:

Identification No. 0263

17. Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on their own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagees, acquiring any interest in or title to the premises subject to the date of the trust deed.

18. No person shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

19. The Trustee shall be authorized to execute the power of sale and foreclosure in case of a sale and deficiency.

20. The Trustee shall be authorized to execute the power of sale and foreclosure in case of a sale and deficiency.

21. The Trustee shall be authorized to execute the power of sale and foreclosure in case of a sale and deficiency.

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