

UNOFFICIAL COPY



TRUST DEED

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BOX 260

51316715

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CTTC

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 30

19 91, between Stanislaw Staron

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of (\$ 75,000.00)

Seventy Five Thousand and No/100-----Dollars,* evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 30, 1991 on the balance of principal remaining from time to time unpaid at the rate of 9% per cent per annum in instalments (including principal and interest) as follows:

Seven Hundred Sixty and 70/100-----Dollars or more on the 30th day of June 19 91, and Seven Hundred Sixty and 70/100-----Dollars or more on the 30th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 30th day of April, 2006. 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 the principal of each instalment unless paid when due shall bear interest at the rate of 9% per annum, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Eugene Haupt in said City, Nipomo, California 93444, 642 Riviera Circle

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, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, 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 Village of Homewood, COUNTY OF COOK AND STATE OF ILLINOIS, to wit: Lot 13 in Tenuta Subdivision being a Subdivision of Lot 2 and the vacated East 30 Feet of Morgan Street all of Nelsons Garden Subdivision being a Subdivision of South 419.73 feet of East 1416.90 feet of the East 1/2 of Section 32 and that part of Section 33, Township 36 North, Range 14 East of the Third Principal Meridian according to the Plat thereof recorded March 3, 1961 as Document Number 18100154 East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. 29-32-407-006 Address: 928 Elder, Homewood, IL 60430

*No lump sum prepayment on the mortgage until January 1, 1992, and no more than \$500.00 extra on any monthly payments during the year of 1991. There will be no prepayment penalty after January 1, 1992.

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon and to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, 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.

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 and seal of Mortgagors the day and year first above written.

Stanislaw Staron [SEAL]
Stanislaw Staron [SEAL]

91316715 [SEAL]

STATE OF ILLINOIS, I, the undersigned
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT Stanislaw Staron

" OFFICIAL SEAL
CHARLES LANTRY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/25/92
who is personally known to me to be the same person whose name is subscribed to the instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

BOX 260

Charles Lantry Notary Public

300

