



# TRUST DEED UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 15th 1992 between FIRST OF AMERICA TRUST COMPANY, as Trustee under a certain Trust Agreement dated February 24, 1988 and known as Trust Number 10165 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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of Eighty Two Thousand and no/100 (\$82,000.00)\*\*\*\*\*

DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER ALEXANDER TUMBARELLO AND GERALDINE TUMBARELLO, HIS WIFE and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum with interest ~~at the rate of~~ at the rate of fifteen / (15) percent per annum, payable ~~at the rate of~~ upon demand in each year; all of said principal and interest bearing interest after maturity at the rate of fifteen / percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 \_\_\_\_\_ in said City,

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 City of Chicago \_\_\_\_\_ COUNTY OF COOK \_\_\_\_\_ AND STATE OF ILLINOIS,

to wit: LOTS 1 AND 2 IN BLOCK 11 IN FIRST ADDITION TO FRANKLIN PARK IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. 12-28-222-007

Commonly known as: 9751 West Schille, Franklin Park, Illinois

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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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 all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and in a parity 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 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.

See attached Exculpatory clause for signature [ SEAL ]

\_\_\_\_\_  
[ SEAL ]

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

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

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notarial Seal \_\_\_\_\_ Notary Public

LAW OFFICES OF DON CARVALLO 215 NORTH JACKSON STREET - Suite 101 CHICAGO, ILLINOIS 60601 (312) 454-0989

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY, Trustee. Assistant Secretary Assistant Vice President

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):
1. Mortgagees shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter situated on said premises...
2. Mortgagees shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts...
3. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm and flood damage...
4. In case of default hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances...
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate...
6. Mortgagees shall pay each item of indebtedness hereon mentioned, both principal and interest, when due according to the terms hereof...
7. When the Trustee or the holders of the note hereon secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof...
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings...
9. Upon, or at any time after the filing of a bill of foreclosure this trust deed, the court in which such bill is filed may appoint a receiver of said premises...
10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured...
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose...
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the power herein given unless expressly obligated by the terms hereof...
13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...
14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated all or part of the trust deed...
15. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by an affidavit in effect when the release deed is issued...
This trust deed, the provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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Property of Cook County Clerk's Office

COOK COUNTY CLERK  
100 N. LAUREL ST.  
CHICAGO, IL 60602  
TEL: 312.603.4000