



UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

2300

THIS INDENTURE, made November 1st
and SUPAPORN LACHITAVONGS

1992, between APINAN LACHITAVONGS

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

Eighty Two Thousand and NO/100 (\$82,000.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~REBAYER~~ James C. Bailey, as Trustee of the Rosalind Caponi Trust created by Trust Agreement dated June 15, 1981 or his successor trustee or trustees and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date hereof on the balance of principal remaining from time to time unpaid at the rate of Ten per cent per annum in installments (including principal and interest) as follows:

Eight Hundred Eighty One and 18/100 (\$881.18) Dollars or more on the 1st day of December 1992, and Eight Hundred Eighty One and 18/100 (\$881.18) Dollars or more on the 1st 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 1st day of November 2007. 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 Twelve 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 James C. Bailey, 589 Hillcrest Dr., Hoffman Estates, IL 60195.

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, where, lying and being in the Village of Norridge COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 36 in Block 1 in Kinsey's Irving Park Boulevard Subdivision of the Southeast 1/4 of the Southwest 1/4 (except the East ten feet thereof) of Section 3, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Tax I.D. #: 12-13-313-605, Volume 36
Address: 4145 N. Ottawa, Norridge, Illinois 60634

This obligation may be prepaid in whole or part without penalties.

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 on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter 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, indoor 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 purpose aforesaid 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,
APINAN LACHITAVONGS [SEAL] *SUPAPORN LACHITAVONGS* [SEAL]
APINAN LACHITAVONGS [SEAL] *SUPAPORN LACHITAVONGS* [SEAL]

STATE OF ILLINOIS,

County of Cook

I, *WILLIAM BUTCHER*, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT APINAN LACHITAVONGS and SUPAPORN LACHITAVONGS

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *WILLIAM BUTCHER* signed, sealed and delivered the said instrument as their true and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of November 1992.

William Butler Notary Public

