

UNOFFICIAL COPY



JUNIOR TRUST DEED

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

\$23.50

THIS INDENTURE, made DECEMBER 8 19 92, between ANTONIO GAGLIARDI A/K/A ANTONIO GUAGLIARDI

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 FIFTY THOUSAND

& 00/100 (\$50,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF VITO RIABUCHA AND UPON HIS DEATH TO PAWLO RIABUCHA,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from DECEMBER 15, 1992 on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED EIGHTY FOUR & 46/100 (\$384.46) Dollars or more on the 15TH day of JANUARY 19 93, and THREE HUNDRED EIGHTY FOUR & 46/100 Dollars or more on the 15TH 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 15TH day of DECEMBER, 1997. 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 13 1/2 % per annum, and all of said principal and interest being made payable at such banking house or trust company in PALATINE 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 VITO RIABUCHA, 537 EAST in said City, WILLOW COURT, PALATINE, ILLINOIS 60067

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 PALATINE COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 12 IN WILBERN ACRES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE S.W. 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF ELA ROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 7, 1954 AS DOCUMENT NO. 1551880. PERMANENT TAX INDEX NO. 02-17-108-043-0000

THE UNDERSIGNED SHALL HAVE THE RIGHT TO PREPAY IN ANY AMOUNT AT ANY TIME. ALL PAYMENTS ARE DUE ON THE 15TH DAY OF EACH MONTH, BUT THERE SHALL BE A SEVEN (7) DAY GRACE PERIOD BEFORE A LATE CHARGE OF \$20.00 IS ASSESSED AND INTEREST INCREASES TO 13 1/2%.

2002 West Palatine Rd. Palatine, IL 60067

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 therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without limiting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door 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. ANTONIO GAGLIARDI A/K/A ANTONIO GUAGLIARDI (SEAL)

STATE OF ILLINOIS, I, DANIEL R. ANSANI County of COOK SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ANTONIO GAGLIARDI A/K/A ANTONIO GUAGLIARDI

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and My Commission Expires October 30, 1994 Given under my hand and Notarial Seal this 8th day of December 1992.

Official Seal Daniel R. Ansani Notary Public, State of Illinois My Commission Expires October 30, 1994 Daniel R. Ansani Notary Public

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\$23.50

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