



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 17, 1992 between AUREL STAROCIU and ANA STAROCIU, his wife,

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 TWO HUNDRED FIFTEEN THOUSAND & No/100 (\$215,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER (also known as HOLDER)

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 8 3/4% percent per annum in instalments (including principal and interest) as follows:

ONE THOUSAND SEVEN HUNDRED SIXTY-SEVEN & 62/100 (\$1,767.62) Dollars or more on the 1st day of May, 1992, and ONE THOUSAND SEVEN HUNDRED SIXTY-SEVEN & 62/100 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 April, 1999. 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 (12%) 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 ROBERT TANNOTTA, 4731 N. Potawatomie, Chicago, Illinois

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

LOT 23 IN BLOCK 3 IN W.L. PEASE'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/3 (BEING THE EAST 30 ACRES) OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY RECORDING \$27.50
T#0000 TRAN 2392 03/26/92 13:52:00
#7701 # L \* - 92 - 201939
COOK COUNTY RECORDER

Property Address: 6832-38 W. Wrightwood, Chicago, Illinois 60635

Permanent Index No.: 13-30-314-039

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

TOGETHER with all improvements, tenements, covenants, easements, and appurtenances, thereto, including, and all rents, issues and profits thereof for so long and during all as long as the 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 or therefrom used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled) and ventilation in buildings without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, matted 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 to, on 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 and seal of Mortgagors the day and year first above written.

AUREL STAROCIU ANA STAROCIU

STATE OF ILLINOIS, I, Notary Public in and for and residing in said County, in the State of and DO HEREBY CERTIFY THAT AUREL STAROCIU and ANA STAROCIU, his wife,

who are personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and

OFFICIAL, Solely voluntary act, for the uses and purposes therein set forth

Robert D. [Signature] Given under my hand and Notarial Seal this 17th day of March 19 92

NOTARY PUBLIC, STATE OF ILLINOIS

[Signature] Notary Public

Notarial Seal

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RIDER ATTACHED TO AND FORMING A PART OF  
NOTE AND TRUST DEED FOR PREMISES AT  
6832 W. WRIGHTWOOD, CHICAGO, ILLINOIS

1. Any payment for interest and/or principal hereunder postmarked or hand-delivered later than the eighth day of a given month, will be subject to a late charge of \$25.00 which, if unpaid, will be added to the unpaid balance. Mortgagor shall have the full privilege of prepaying any amount without penalty; provided, however, in the event Mortgagor shall desire to prepay any portion of the principal hereunder, Mortgagor shall prepay principal in accordance with the amortization schedule by prepaying one or more of the designated principal amounts in the order shown thereon.

2. Mortgagor covenants and agrees to pay to the Holder or Bearer hereof on each principal and interest installment date, until the indebtedness secured by this trust deed is fully paid, an additional sum equal to 1/12th of the annual taxes and assessments levied against the premises, all as estimated by the Holder or Bearer. Concurrently with the disbursement of the loan, Mortgagor shall deposit with the Holder or Bearer an amount based upon the taxes and assessments so estimated by the holder, for taxes and assessments on said premises on an accrued basis, for the period from January 1 succeeding the year for which all taxes and assessments have been paid, to and including the date of the first deposit as hereinabove required.\* All such deposits are to be held without any allowance for interest and are to be used for the payment of taxes and assessments on said premises next due. \* RECORD ORIGINAL SHOW DEPOSIT IS \$5,000.

3. Mortgagor agrees to maintain in responsible companies approved by Seller, fire and extended insurance in an amount not less than replacement value with vandalism and malicious mischief coverage included. If Mortgagor fails to comply with these requirements, Holder may obtain such insurance and keep same in effect, and Mortgagor shall pay the premium cost thereof upon demand. At least ten (10) days prior to the expiration date of any such policy, Mortgagor shall furnish Holder with a paid receipt and certificate for such insurance for the next annual period.

4. Mortgagor agrees to maintain the building and land in a neat, attractive and clean condition, at all times during the time that Mortgagor is indebted to Holder hereunder.

5. While any portion of the indebtedness remains unpaid, Mortgagor shall not, without the prior written consent of Holder, permit a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), transfer of any right, title or interest in and to said property or any portion thereof, to any person, firm, corporation or trust.

6. No failure or repeated failure on the part of Holder to enforce or to require strict and literal compliance by the Mortgagor with any one or more of the covenants and agreements of the Mortgagor contained herein shall constitute or be deemed a waiver thereof, and no advance or

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prior notice shall be required as condition precedent to Holder's insistence upon and requirement that the Mortgagor keep, perform and comply with all such covenants and agreements.

7. The terms of this Rider are in addition to the other terms and provisions hereof, and wherever the terms of this Rider conflict with the terms of the Trust Deed attached hereto, the terms of this Rider shall control.

Dated at Chicago, this 17 day of March, 1992.

MORTGAGOR:

*Aurel Starociu*

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AUREL STAROCIU

*Ana Starociu*

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ANA STAROCIU

Property of Cook County Clerk's Office

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