

UNOFFICIAL COPY

TRUST DEED



780379

91511214

DEPT-01 RECORDING \$25.50
150003 FROM 0387 06/09/94 09:16:00
40772 : FEB * - 24 - 01 1214

CTRC 7

THE ABOVE SPACE FOR RECORDING USE ONLY

THIS INDENTURE, made June 8, 1994, between DIANNE M. WOJCIESZEK, a never married woman, and DARLENE E. WOJCIESZEK, a widow and not since remarried,

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

FORTY-FIVE THOUSAND AND NO/100 ----(\$45,000.00) ----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, by 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 nine (9%) percent per annum in installments (including principal and interest) as follows:

THREE HUNDRED SEVENTY-FIVE AND NO/100 ---(\$375.00) ----- Dollars or more on the first day of August 1994, and THREE HUNDRED SEVENTY FIVE & NO/100 ---(\$375,000) Dollars or more on the first 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 first day of August, 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 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 F. DI SILVESTRO, 2800 N. Austin Ave., Chicago, Illinois 60634, 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

PARCEL NO. 1: UNIT 1008 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CAMEO TOWERS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24547486, AS AMENDED FROM TIME TO TIME, IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: UNIT 1008, 7234 W. North Avenue, Elmwood Park, Illinois.

PROPERTY INDEX NO.: 12-36-430-041-1101

PARCEL NO. 2: LOT 4 IN BLOCK 14 IN NORWOOD PARK IN THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 5720 N.E. Circle, Chicago, Illinois 60631

91511214

PROPERTY INDEX NO.: 13-06-308-004-0000

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 thereto 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(s) and seal(s) of Mortgagors the day and year first above written.

[SEAL]
DIANNE M. WOJCIESZEK

[SEAL]

[SEAL]
DARLENE E. WOJCIESZEK

[SEAL]

STATE OF ILLINOIS,

County of COOK

I, ROBERT F. DI SILVESTRO
 SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
 THAT DIANNE M. WOJCIESZEK, a never married woman, and
 DARLENE E. WOJCIESZEK, a widow and not since remarried,
 who are personally known to me to be the same person as whose name is 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
 voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL
 ROBERT F. DISILVESTRO
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 4-1-97

Given under my hand and Notarial Seal this 8th day of June, 1994.

Robert F. Disilvestro Notary Public

Notarial Seal

Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note with Interest Included in Payment.
 R. 11/75

UNOFFICIAL COPY

R I D E R

This is a Purchase Part Money Mortgage

The Mortgagors hereunder reserve the right to prepay this obligation either in whole or in part at any time whatsoever without the payment of any premium or penalty.

The Mortgagors agree not to permit without the prior written consent of the holder, a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust; and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payment by the holder shall not be a waiver of its right to demand immediate payment.

Mortgagors shall furnish holder within 60 days after the due date of each instalment of the annual taxes and assessments levied against the mortgage premises, a copy of the paid receipt therefor.

The Mortgagors shall also keep in effect and deposit with the holder a paid casualty insurance policy satisfactory to the holder, with a loss clause payable to the holder, for an amount of fire and extended loss not less than the amount of indebtedness owing at any time hereunder.

Richard K. Dugay

Mark L. Dugay

780379

94511211

UNOFFICIAL COPY

Property of Cook County Clerk's Office