

TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made APRIL 25, 1991, between NICHOLAS F. VIZZONE and PATRICIA M. SIRACUSA UNMARRIED, herein referred to as "Grantors", and P. E. TRONCONE, OPERATIONS VICE PRESIDENT, INDIVIDUALS, OAKBROOK TERRACE, Illinois, herein referred to as "Trustee", witnesseth:

THAT, WE, THE Grantors have promised to pay to Associated Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinabove described, the principal amount of ONE HUNDRED SIX THOUSAND TWO HUNDRED FIFTY DOLLARS \$ 106,250.00, together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest;

% per year on the unpaid principal balance.

Agreed Rate of Interest: This is a variable interest rate loan and the interest rate will increase or decrease with changes in the Prime Loan rate. The interest rate will be 5.99 percentage points above the Bank Prime Loan rate published in the Federal Reserve Board's Statistical Release H.15. The initial Bank Prime Loan rate is 6.25%, which is the published rate as of the last business day of MARCH 10, 1991; therefore, the initial interest rate is 12.24 % per year. The interest rate will increase or decrease with changes in the Bank Prime Loan rate when the Bank Prime Loan rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4th of a percentage point from the Bank Prime Loan rate on which the current interest rate is based. The interest rate cannot increase or decrease more than 2% in any year. In no event, however, will the interest rate ever be less than 10.24 % per year nor more than 18.24 % per year. The interest rate will not change before the First Payment Date.

Adjustments in the Agreed Rate of Interest shall be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of MAY 01, 2009. Associated waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan.

The Grantors promise to pay the said sum in the said Loan Agreement of over and above herewith, made payable to the Beneficiary, and delivered in 180 consecutive monthly installments: 1st at \$ 1,363.86, followed by 179 at \$ 1,291.61, followed by 0 at \$ 0.00, with the first installment beginning on JUNE 1, 1991 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at Buffalo Grove, Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

KNOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors 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 COVENANT AND WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, lying and being in the COUNTY OF COOK and the STATE OF ILLINOIS, to wit:

LOT 21 AND THE NORTH B 1/3 FEET OF LOT 22 IN BLOCK 3 IN THE ADDITION TO FRANKLIN PARK IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3111 Ruby Street, Franklin Park
PIN: 12-2B-204-019

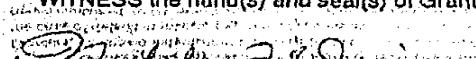
which, with the property hereinabove described, is referred to herein as the "property".

TOGETHER WITH IMPROVEMENTS AND FIXTURES NOW ATTACHED TOGETHER WITH BASEMENTS, LIGHTS, PLUMBING, INTERESTS, RENTS AND PROFITS.

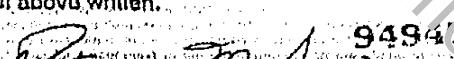
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever; for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors 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 Grantors, their heirs, successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.


NICHOLAS F. VIZZONE

(SEAL)


PATRICIA M. SIRACUSA

(SEAL)

STATE OF ILLINOIS

I, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT,

County of COOK

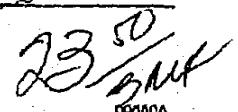
Patricia M. Siracusa personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her and voluntary act, for the uses and

purposes herein set forth.

GIVEN under my hand and Notarial Seal this 15 day of April, A.D. 1994.

This instrument was prepared by OFFICIAL HUNTER, Notary Public
PATRICIA M. SIRACUSA, STATE OF ILLINOIS
NOTARY PUBLIC, COMMISSION EXPIRES 10/31/95
(Name)

MY COMMISSION EXPIRES 10/31/95
(Address)


2350
BMT

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

RECORD NUMBER

10

INSTRUCTIONS

DECODED PROPERTY HIGHLIGHTS
OF ADDITIONAL INDICES

Allegro 11, 6000
180 W. Basalt #1001
Almond & Lampeter

E NAME

10. No person or the representative of the heir of any deceased shall be subject to a will if the will would not be good and available to the party interpreting same in any action of law.
11. Transfer of Generosity shall have the right to inspect the powers of all successionable items and assets in any action of law.
12. Transfer of Generosity may require the heirs to settle any debts or expenses of administration, expenses, or condition of the grants, so that transfer is entitled to recover the Transfer of Generosity of any power before giving him/her.
13. Transfer has no duty to settle the debts of any other person.
14. Transfer of Generosity may require the heirs to settle any debts or expenses of administration, expenses, or condition of the grants, so that transfer is entitled to recover the Transfer of Generosity of any power before giving him/her.
15. In case of his designation, transfer shall have the right to inspect the powers of all successionable items and assets in any action of law.
16. In case of his designation, transfer shall have the right to inspect the powers of all successionable items and assets in any action of law.
17. Transfer of Generosity shall have the right to inspect the powers of all successionable items and assets in any action of law.

10. No action by the shareholders of any corporation whose shares are listed in any state or any other jurisdiction would not be a good and available basis for the party intervening same in any action it may bring.

11. No action by the shareholders of any corporation whose shares are listed in any state or any other jurisdiction would not be a good and available basis for the party intervening same in any action it may bring.

12. The corporation may be liable to the shareholders of its stock for the amount of any dividends declared by the corporation which were not paid when due, and for any interest thereon, and for any expenses incurred by the shareholders in recovering such amounts.

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3. *Officers shall keep their uniforms and appointments as far as possible separated on all occasions from those of members of the armed forces, and shall deliver up their uniforms and appointments at the end of their service, or when they are no longer fit for use, except in cases of loss or damage by fire, lightning or explosion.*

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1
(THE REVERSE SIDE OF THIS TRUST DEED):