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TRUST DEED
(THIRTY DAYS)

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made FEBRUARY 4, 1994, between DEPT-01 RECORDING T#2222 TRAN 6038 02/10/94 12:08:00 \$23.50
ANNE M. ROSSI and JAMES A. ROSSI, JR. 49467 RC #94-136362

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation with its principal office 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 TWELVE THOUSAND AND 00/100

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF PAUL ADAMSKI

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

of _____ Dollars or more on the _____ day of _____ 19____ and _____ Dollars or more on the _____ day of each _____ thereafter until said note is fully paid except that the final payment of principal

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 15% 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 PAUL ADAMSKI, 537 TORRENCE AVENUE, CALUMET CITY, IL 60409 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 CITY OF MARKHAM COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 1 AND 2 IN BLOCK 16 IN CROISSANT PARK MARKHAM PD ST ADDITION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A SUBDIVISION OF BLOCKS 2, 3 AND 4 IN LOWER HARRIS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N. #28-20-301-047 Commonly Known As: 16306 Justins, Markham, IL 60426

"Borrowers agree to repay entire principal balance of \$12,000.00 plus \$2,400.00 interest on or before March 4, 1994. Should borrowers fail to pay the aforementioned sum totalling \$14,400.00 on or before March 4, 1994 and should said default continue to March 10, 1994, then after March 10, 1994, in addition to the \$14,400.00, Borrowers shall owe an additional \$3,000.00 interest, for a total of \$17,400. Borrowers also acknowledge that Lender is depleting IRA funds in order to make said loan.

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 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 and seal of Mortgagors the day and year first above written.

ANNE M. ROSSI [SEAL] JAMES A. ROSSI, JR. [SEAL]

NICHOLAS W. CHRISTY
STATE OF ILLINOIS, ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of COOK THAT ANNE M. ROSSI and JAMES A. ROSSI, JR.

"OFFICIAL Notary Seal" instrument, appeared before me this day in person and acknowledged that NICHOLAS W. CHRISTY signed, sealed and delivered the said Instrument as their free and voluntary act for the uses and purposes therein set forth.

NOTARIAL COMMISSION EXPIRES 3/27/96

Given under my hand and Notarial Seal this _____ day of February 1994

Notary Public

Notarial Seal

2350 BHP

