

UNOFFICIAL COPY

VILLAGE OF OAK PARK

TRUST DEED

94288977

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 21, 1994, between Lawrence E. Poleski and Janet S. Poleski, married to each other of the Village of Oak Park, County of Cook, State of Illinois, herein referred to as "Mortgagors", and Avenue Bank, a corporation doing business in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 FOURTEEN THOUSAND and no/100 (\$14,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

The Village of Oak Park and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 1, 1984 on the balance of principal remaining from time to time unpaid at the rate of five (5) per cent per annum in instalments as follows: NINETY-TWO and 39/100 (\$92.39) Dollars or more on the first day of July 1994 and NINETY-TWO and 39/100 (\$92.39) 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 June, 2014. 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 then highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company 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 the Finance Director, 1 Village Hall Plaza, Oak Park, IL 60302

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:

Lot 8 in Block 11, in Hulbert Subdivision of the West 1/2 of Lot 2 in Subdivision of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian (except the West 1/2 of the South-west 1/4 thereof), in Cook County, Illinois

P.I.N.#: 16-18-131-026

Commonly Known as: 829 South Kenilworth Avenue Oak Park, Illinois 60304

REPT-01 RECORDING \$23.00
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COOK COUNTY RECORDER

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

TOGETHER with all improvements, cements, easements, fixtures, and appurtenances thereto belonging, and all rights, power 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 secondarily, and all apparatus, equipment or articles now or hereafter therein or thereon used in supply, heat, gas, air conditioning, water, light, power, refrigeration, television, audio, video, centrally controlled, and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, heater beds, awnings, grates 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 such apparatus, equipment or articles hereafter placed on the premises by the Mortgagors or their successors or assigns shall be considered as constituting a 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 covenants, conditions hereinafter 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.

Lawrence E. Poleski (SEAL) Janet S. Poleski (SEAL)
Lawrence E. Poleski (SEAL) Janet S. Poleski (SEAL)

STATE OF ILLINOIS

Cook SS

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

Lawrence E. Poleski and Janet S. Poleski, married to each other

This instrument was prepared by:

Raymond L. Heise
1 Village Hall Plaza
Oak Park, IL 60302

whom I personally know to be the same person(s) whose name(s) 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, including the release and waiver of the right of homestead.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 21st day of March 1994

"OFFICIAL SEAL"
FRANK C. POND

Notary Public, State of Illinois

My Commission Expires M, 9.

