

UNOFFICIAL COPY

Monthly Payments (including interest)

3788407

THIS INDENTURE, made April 11 19 89

between FRED J. CASCIO AND SUSAN A. CASCIO, HIS WIFE

(114 W. 113th Place Worth, IL 60482)

herein referred to as "Mortgagors," and MAYWOOD-PROVISO STATE BANK 411 W. MADISON STREET MAYWOOD, IL 60153

The Above Space For Recorder's Use Only

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Maywood-Proviso State Bank, and delivered, in and by which note Mortgagors promise to pay the principal sum of thirteen thousand six hundred twenty eight and Dollars, and interest from 4/11/89 on the balance of principal remaining from time to time unpaid at the rate of 13.00 per cent per annum, such principal sum and interest to be payable in installments as follows: Three hundred ten and 00/100 Dollars on the 15th day of MAY 19 89 and Three hundred ten and 10/100 Dollars on the 15th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not tendered prior, shall be due on the 15th day of APRIL 19 91. All such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 15.00 per cent per annum, and all such payments being made payable at 411 W. MADISON STREET MAYWOOD, ILLINOIS 60153 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and witness trustee, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any of the agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and in all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by their present **CERTIFICATE AND WARRANT** unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, rights, title and interest therein, situate, lying and being in the CITY OF WORTH COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot One Hundred Seventy-Four (174) in Arthur Dunis Harlem Avenue Addition, a subdivision of the Northeast quarter (1/4) of Section 24, Township 31 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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

Permanent Real Estate Index Number(s): 23-24-210-016

Address(es) of Real Estate: 7334 W. 113th Place Worth, Illinois 60482

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily, and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used for heat, gas, water, light, power, refrigeration, and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, awnings, storm doors and windows, floor coverings, in-door beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: Fred J. Cascio and Susan A. Cascio, his wife

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

FRED J. CASCIO (Seal) SUSAN A. CASCIO (Seal)

I, the undersigned, a Notary Public in and for said County of Cook, State of Illinois, do hereby certify that Fred J. Cascio and Susan A. Cascio, his wife personally known to me to be the same person as whose name she subscribed to the foregoing instrument, 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.

NOTARIAL SEAL: LEA R. SALYERS, Notary Public, State of Illinois, My Commission Expires 4/11/91

On this and my hand and official seal, this 11th day of April 19 89

This instrument was prepared by Lea R. Salyers 411 W. Madison Street Maywood, IL 60153

Mortgage instrument to MAYWOOD-PROVISO STATE BANK 411 W. MADISON STREET MAYWOOD, ILLINOIS 60153

OR RECORDER'S OFFICE BOX NO. _____

