

TRUST DEED

CTTC7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, MADE November 2

19 89, between Daniel Divito and

Tillie Divito (married to each other)

of Parkway Bank & Trust, 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 \$100,000.00

\*\*\*\*\*ONE HUNDRED THOUSAND DOLLARS AND 00/100 \*\*\*\*\* Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER PARKWAY BANK & TRUST COMPANY

and deliver it, in and by which said Note the Mortgagors promise to pay the said sum and interest from November 2 1989 on the balance of principal remaining from time to time upaid at the rate of 8 1/2 % per annum

Interest only should be payable monthly on or before the 20 day of November 1989 and Interest Only on or before the 20 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 20 day of October 1994. 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 8 1/2 % per annum, and all of said principal and interest being made payable at such banking house or trust company in Harwood Heights 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 PARKWAY BANK & TRUST COMPANY 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, her successors and assigns, the following (described Real Estate and all of their estate, right, title and interest therein, lying and being in the County of Cook AND STATE OF ILLINOIS, to wit:

Lot Twenty, in David J. Cahill's Fifth Addition to Chicago, Being a Subdivision in the Northwest Quarter (1/4) of section 14, Township 40 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 19, 1977 Document No. 2960700.

Subject to; Covenants, conditions and restrictions of record; private, public and utility easements; general taxes for the year 1978 and subsequent years

4579 N. Anthon Chicago, Ill. 60656

PERMANENT TAX NO: 12-14-123-048

which, with the improvements thereon, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, 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 thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, in ducts (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and space 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.

Daniel Divito [SEAL] Tillie Divito [SEAL]

STATE OF ILLINOIS, County of Cook, The Undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Daniel Divito and Tillie Divito (his Wife)

who personally known to me to be the same person whose name 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: MARIANNE L. WAGNER, NOTARY PUBLIC STATE OF ILLINOIS, COMMISSION EXP. AUG 25, 1991

Given under my hand and Notarial Seal this 2nd day of November 19 89

Marianne L. Wagner, Notary Public

NOTE IDENTIFIED

Vertical text on right edge: ARNETTA A. PATAL, 4800 NORTH HARLEM AVENUE, HARWOOD HEIGHTS, IL 60656

THIS INSTRUMENT PREPARED BY

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