

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS
FORM No. 206
May, 1969

TRUST DEED (Illinois)
For use with Note Form 1449
(Monthly payments including interest)

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The Above Space For Recorder's Use Only

THIS INDENTURE, made January 29th 19 74, between Alphonse J. Cushion and wife Marie E. Cushion (joint tenancy) herein referred to as "Mortgagors," and Merchants & Manufacturers State Bank, 1836 N. Broadway, Melrose Park, Illinois 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 Bearer MERCHANTS & MANUFACTURERS STATE BANK

and delivered, in and by which note Mortgagors promise to pay the principal sum of Five thousand four hundred sixty-seven & 20/100 Dollars, and interest from January 29, 1974 on the balance of principal remaining from time to time unpaid at the rate of 14.34 per cent per annum, such principal sum and interest to be payable in installments as follows: One hundred thirteen & 90/100 Dollars on the 15th day of February 19 74, and One hundred thirteen & 90/100 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 sooner paid, shall be due on the 15th day of January 19 78; 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 14.34 per cent per annum, and all such payments being made payable at Merchants & Manufacturers State Bank 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 without notice, 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 other 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 that 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 foregoing 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 these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the Village of Melrose Park, County of Cook AND STATE OF ILLINOIS, to wit:

The North 37 feet of Lot 20 in Block 6 in Albert F. Amling's Subdivision of the North 40 acres of the West 60 acres of the Northeast quarter of Section 3, Township 39 North, Range 12 East of the Third Principal Meridian, Village of Melrose Park, County of Cook, State of Illinois.

which, with the property hereinafter described, is referred to herein as the "premises," 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 (whether by rent, 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 to supply 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.

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.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

X Alphonse J. Cushion (Seal) X Marie E. Cushion (Seal)
Alphonse J. Cushion Marie E. Cushion
(Seal) (Seal)

State of Illinois, County of Cook ss.,

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alphonse J. Cushion and Marie E. Cushion, his wife

personally known to me to be the same persons whose name are 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 official seal, this 29th day of January 19 74
THIS INSTRUMENT WAS PREPARED BY _____

Name Chris A. Dobrzynski
Address 1836 N. Broadway Melrose Park, Ill.

Steve P. Duff
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept 26, 1977

ADDRESS OF THEORETICAL NOTARY ASSOCIATION
1721 N. 15th Avenue
Melrose Park, Illinois 60160

MAIL TO: NAME Merchants & Mfg. State Bank
ADDRESS 1836 N. Broadway
CITY AND STATE Melrose Pk., Ill. ZIP CODE 60160

SEND SUBSEQUENT TAX BILLS TO:

Alphonse & Marie Cushion
1721 N. 15th Avenue
Melrose Park Ill. 60160
(Address)

RECORDER'S OFFICE BOX NO. _____

DOCUMENT NUMBER
22612125

