

UNOFFICIAL COPY

TRUST DEED
COOK COUNTY, ILLINOIS
Deliver To
Recorder's Office
Box No. 413

FILED FOR RECORD
22 783 458

Richard R. Olson
RECORDER OF DEEDS
*22783458

THE ABOVE SPACE FOR RECORDERS USE ONLY

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JUL 16 63 23 5526

THIS INDENTURE, made July 1, 1974, between Robert A. Biederman and Ruth D. Biederman, his wife, herein referred to as "Mortgagor"; PULLMAN BANK AND TRUST CO., an Illinois corporation doing business in , 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 this Note, in the principal sum of TWENTY THOUSAND TWO HUNDRED AND NO/100 (\$20,200.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 7.9 per cent per annum in instalments as follows:

One Hundred Fifty Four and 59/100 (\$154.59)
Dollars on the first day of September 19 74 and
One Hundred Fifty Four and 95/100 (\$154.59)
Dollars on the first day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the first (1) day of July 1999. 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 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 Glenwood Bank in said City.

NOW, THEREFORE, the Mortgagors to secure 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 assigns 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:

LEGAL DESCRIPTION RIDER

UNIT NO. 615 as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):
A Tract of Land comprising part of the South 1039.40 feet of the Southwest 1/4 of Section 33, Township 36 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, said Tract of Land being described as follows: Beginning at a point on a line drawn perpendicular to the South line of said Section 33, said perpendicular line passing thru a point on said South line of Section 33, a distance of 525 feet East of the Southwest corner of said Section, said point of beginning being 564.40 feet North of said South line of Section 33; and running thence North along said perpendicular line a distance of 53 feet; thence Northwest along a straight line forming an angle of 46°-0' with the extension of said perpendicular line, a distance of 223 feet; thence Northeast along a straight line forming an angle of 50°-10' with the extension of last described course, a distance of 143.07 feet to an intersection with a line drawn parallel with and 915 feet North of said South line of Section 33; thence West along said parallel line, a distance of 40 feet; thence North perpendicular to said South line of Section 33, a distance of 124.40 feet to a point on the North line of said South 1039.40 feet of Southwest 1/4 of Section 33, said point being 338 feet East of the West line of said Section 33; thence East along said North line of South 1039.40 feet, a distance of 706 feet to the West line of "Glenwood Manor Unit No. 10"; thence South along said West line of "Glenwood Manor Unit No. 10" and perpendicular to said South line of Section 33, a distance of 35 feet; thence West parallel with said South line of Section 33, a distance of 200 feet; thence South perpendicular to said South line of Section 33, a distance of 82 feet; thence Southwesterly along a straight line forming an angle of 59°-0' with the extension of last described course, a distance of 140 feet; thence South perpendicular to said South line of Section 33, a distance of 65 feet; thence Southwesterly along a straight line forming an angle of 38°-0' with the extension of last described course, a distance of 235.90 feet; thence West parallel with said South line of Section 33, a distance of 15.77 feet; thence South perpendicular to said South line of Section 33, a distance of 35 feet to an intersection with a line drawn parallel with and 564.40 feet North of said South line of Section 33; thence West along said parallel line, a distance of 35 feet to the point of beginning, which survey is attached as Exhibit "A" to Declaration made by Glenwood Farms, Inc., an Illinois corporation, recorded in the office of the Recorder of Cook County, Illinois, as Document No. 21987775; together with an undivided 1.0009 % interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units as defined and set forth in said Declaration and survey).
ALSO: A 25 foot easement for ingress and egress for the benefit of parcel 1 as created by Declaration of Condominium made by Glenwood Farms, Inc., a corporation of Illinois, for Glenwood Manor No. 1 and recorded February 5, 1970, as document 21074998 over the East 25 feet of the West 48 feet of that tract of land as delineated and set forth in the aforesaid declaration and survey attached thereto, all in Cook County, Illinois.

Mortgagor(s) also hereby grant(s) to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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Property of Cook County Clerk's Office

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, issue 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, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inodor 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 conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS my hand, S and seal S of Mortgagors the day and year first above written.
Robert A. Biederman (SEAL) Ruth D. Biederman (SEAL)
Robert A. Biederman (SEAL) Ruth D. Biederman (SEAL)

STATE OF ILLINOIS, } ss Betty T. Stone
County of Cook }
Notary Public for and in and for said County, in the State of Illinois, DO HEREBY CERTIFY THAT

who are personally known to me 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 executed, signed, sealed and delivered the said Instrument as their free and voluntary act, for the purposes and trusts therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 9th day of July, 1974.
Betty T. Stone
Notary Public.

4-9-06-28

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1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or hereafter in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

IN THE EVENT OF THE SALE OR TRANSFER OF THE TITLE TO THE PREMISES DESCRIBED HEREIN, THE HOLDER OF THE NOTE OBLIGATED HEREBY MAY AT ITS OPTION DECLARE THE ENTIRE AMOUNT OF THE INDEBTEDNESS TO BE IMMEDIATELY DUE AND PAYABLE.

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under identification No. _____ by _____ Assistant Vice President Assistant Secretary

DELIVER TO: NAME Glenwood Bank STREET 183rd & Halsted Street CITY Glenwood, Illinois - 60425 OR INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 413

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 900 Sunset Drive Glenwood, Il.

22783458
PREPARED BY
Glenwood Bank