

# UNOFFICIAL COPY

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## TRUST DEED

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23 583 024

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Box No. 413  
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*William B. Clark*  
RECORDER OF DEEDS

\*23583024

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 29 1976, between MARK L. MILLER (Single) & DAVID F. MILLER & MARY B. MILLER, His Wife, HERITAGE/PULLMAN BANK, herein referred to as "Mortgagor", and

an Illinois corporation doing business in Chicago, 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 this Note, in the principal sum of Twenty Six Thousand and no/100 (\$26,000.00) 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 8.625 per cent per annum in instalments as follows: Two Hundred Eleven and 56/100 (\$211.56)

Dollars on the 1st day of September 1976 and Two Hundred Eleven and 56/100 (\$211.56)

Dollars on the 1st 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 1st day of August. 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 8.625 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 HERITAGE/PULLMAN 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 conditions 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 claim, right, title and interest therein, situate, lying and being in the County of Cook AND STATE OF ILLINOIS to wit:

Lot 7 in block 28 in Arthur T. McIntosh and Companies Home Addition to Midlothian Section 11, Township 36 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

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THIS INSTRUMENT WAS PREPARED BY:  
HERITAGE BANK & COUNTRY CLUB BILLS

Name: *Patricia Lopez*  
4401 W. 110th St.  
COUNTRY CLUB BILLS, CHICAGO

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, issues and profits, hereon, for as long as and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and in a party with said real estate and not secondarily), and all fixtures, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration or other coverings, including furnaces, 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 assigns 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 the hand S. and seal S. of Mortgagors the day and year first above written.

*Mark L. Miller*  
Mark L. Miller (SEAL)

*David F. Miller*  
David F. Miller (SEAL)  
*Mary B. Miller*  
Mary B. Miller (SEAL)

STATE OF ILLINOIS,  
County of Cook

SS. I, *Jay D. Bergman*  
a Notary Public in and for the State of Illinois, residing in said County, do HEREBY CERTIFY THAT Mark L. Miller (Single), & David F. Miller & Mary B. Miller, his wife

who ARE personally known to me to be the same person, S. whose names 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 29th day of July, A.D. 1976.



*Jay D. Bergman*  
Notary Public

23 583 024

