

UNOFFICIAL COPY

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COOK COUNTY FILED

Oct 31 3 1975

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TRUST DEED

23 277 918

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made October 21, 1975, between

RUSSELL M. WHALEY AND RUTH F. WHALEY, HIS WIFE

herein referred to as "Mortgagors," and

CHICAGO TITLE AND TRUST COMPANY,

an Illinois corporation having business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT WHEREAS the Mortgagors are jointly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Twenty Five Thousand and No/100's Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~XXXXXXXX~~

Bank of Hickory Hills

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from Date October 21, 1975 on the balance of principal remaining from time to time unpaid at the rate of Nine per cent (9%) per cent per annum in installments (including principal and interest) as follows:

\$209.80 plus 1/12th of Annual R/E Tax Dollars on the 1st day of December 1975 and \$209.80 plus 1/12th of Annual R/E tax Dollars 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 1st day of November KX2000

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 installment unless paid when due shall bear interest at the rate of 9% per annum, and all of said principal and interest being made payable at such banking house or trust company as by law allowed by Hickory Hills Bank 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 Bank of Hickory Hills in said City.

NOTE: THEREFORE, the Mortgagors to secure the payment of the said principal, interest 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 hereby present CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of these rights, title and interest therein, situate, being and being in the COUNTY OF COOK AND STATE OF ILLINOIS

Lot 97 in Charles Beel's Gladys Highlands, a Subdivision of the Southeast quarter of the Northeast quarter of Sect. 01, Township 37 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

THIS INSTRUMENT FILED IN BOOK 23 277 918
DAVID L. COOK
7800 WEST 55th ST.
HICKORY HILLS, ILL. 60457

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23 277 918

which, with the property hereinafter described, is referred to herein as the premises. THE DEED with all improvements, structures, easements, fixtures and appurtenances thereto, including, and all rights, title and interest therein, including and sharing all such things as Mortgagors may be entitled thereto, which are pledged herewith and on a par with said real estate and not including, and all apparatus, equipment or articles now or hereafter, hereon or thereon used to supply heat, gas, air conditioning, water, light, power, telecommunication, and other single units or centrally controlled, and ventilation, including (without limitation) the foregoing, against window shades, screens, doors and windows, floor coverings, motor beds, awnings, stairs and water heaters. All of the foregoing are declared to be a part of said real estate whether now or hereafter thereon or out, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the mortgagors of their own volition 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 use and trust 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.

Russell M. Whaley (SEAL) Ruth F. Whaley (SEAL)
Russell M. Whaley Ruth F. Whaley (SEAL)

Witness the hand and seal of _____ (SEAL)

Susan Bernot

Notary Public in and for the County of Cook, Illinois, in the State of Illinois. DO HEREBY CERTIFY THAT

Russell M. Whaley and Ruth F. Whaley, His Wife

are persons known to me to be the same persons, whose names are subscribed to the foregoing

instrument appeared to have signed this day in person and acknowledged that they signed sealed and

entered the said instrument as their free and voluntary act, for the uses and purposes therein set forth

between under the hand and Seal of said Notary on the 21st day of October, 1975

Notary Public

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