

UNOFFICIAL COPY

TRUST DEED

24982697
 1979 MAY 31 PM 12 45
 MAY-31-79 592282 24982697 A -- Rec 10.00

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made May 17, 1979, between

Joan M. Garcia, divorced and not since remarried

herein referred to as "Mortgagors," and
NORTHWEST COMMERCE BANK

an Illinois corporation doing business in Rosemont, 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 the Note, in the principal sum of

Three Thousand Four Hundred Sixty-Seven and 28/100 Dollars.
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHWEST COMMERCE BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date on the balance of principal remaining from time to time unpaid at the rate of 12.02 per cent per annum in instalments as follows:

One Hundred Forty-Four and 47/100 Dollars on the 5th day of July 1979 and One Hundred Forty-Four and 47/100--

Dollars on the 5th 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 5th day of June, 1981. 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 12.02 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 NORTHWEST COMMERCE BANK in Rosemont, Illinois.

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, its 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 Rosemont COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 35 (except the South 154.30 feet thereof) in Frederick H. Bartlett's Higgins Road Farms being a Subdivision of part of the East half of the South West quarter of Section 33, Township 41 North, Range 12, East of the Third Principal Meridian and part of the East half of the West half of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian, according to plat recorded December 8, 1938 as document 12236559 as corrected by certificate recorded January 27, 1939 as document 12265316 in Cook County, Illinois.

this instrument prepared by Northwest Commerce Bank 9797 W. Higgins Rd. Rosemont, IL 60018

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 rights 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 the real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, hot water, power, 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, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be 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.

[SEAL] Joan M. Garcia [SEAL]
[SEAL] Joan M. Garcia [SEAL]

STATE OF ILLINOIS I, the undersigned
County of DuPage ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Joan M. Garcia

who is personally known to me to be the same person whose name is _____ in the above Instrument, appeared before me this day in person and acknowledged that she _____ her _____ free and voluntary act, for the uses and purposes stated in the release and waiver of the right of homestead.
GIVEN under my hand and Notarial Seal this 17th _____ day of _____ 1979

10.00
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Valerie [Signature]