

UNOFFICIAL COPY

"Which provides as follows; (D) the following property (exempted under sub-section (B) of this section; (1) the Debtors aggregate interest, not to exceed \$7,500.00 in value, in property or personal property that the Debtor or a Dependent of the Debtor uses as a residence in a Cooperative that owns property that the Debtor uses as a residence, or a Burial plot for the Debtor or a Dependent of the Debtor."

TRUST DEED (Illinois)
For use with Note Form 149
(Interest in addition to monthly principal payments)

25680154

The Above Space For Recorder's Use Only

THIS INSTRUMENT, made November 14, 1980, between David M. Clapsaddle and Eileen M. Clapsaddle, his wife and Midlothian State Bank, an Illinois Banking Corporation herein referred to as "Trustee," witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, in the principal sum of Fourteen Thousand Four Hundred Eighty Seven & 48/100 Dollars, evidenced by one Installment Note of the Mortgagors of even date herewith, made payable to Midlothian State Bank and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in ~~84~~ 12 ~~monthly~~ equal ~~payments~~ payments of ~~One Hundred Seventy Dollars~~, on the 20th day of December, 1980, and a like sum Two and 47/100 Dollars, on the 20th day of each month thereafter to and including the until this note is fully paid with a final payment of the balance due on the 12 day of with interest on the principal balance from time to time unpaid at the rate of 16.75 per cent per annum, and all of said principal and interest being made payable to Midlothian State Bank, 3737 W. 147th St. Midlothian, IL 60445, 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 option 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 presentation for payment, notice of dishonor, protest and notice of protest.

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 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 Orland Park, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 20 in Block 11 in Orland Hills Garden Unit no 2 a Subdivision of part of the South East 1/4 of Section 9 and Part of the North 1/4 of the North East 1/4 of Section 16, Township 36, North Range 12 East of the third principal meridian according to the plat thereof recorded the third principal meridian, according to the plat thereof recorded June 5, 1958 as Document No 17226535 in Cook County, IL.

Permanent Tax no 27-09-310-003

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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 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 therein 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, 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 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 the Mortgagors do hereby expressly release and waive. "See above"

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 hands and seals of Mortgagors the day and year first above written.

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

David M. Clapsaddle Sr (Seal)
David M. Clapsaddle

15053 Huntington Ct. Orland Park, IL

Eileen M. Clapsaddle (Seal)
Eileen M. Clapsaddle

15053 Huntington Ct. Orland Park, IL

State of Illinois, County of Cook, I, the undersigned, a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that David M. Clapsaddle and Eileen M. Clapsaddle, his wife

personally known to me to be the same persons whose names are above 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 14th day of November 1980. Commission expires Jan 17, 1984

Ronna J. Hard Notary Public

This document prepared by: Marlene Callahan 3737 W. 147th Street Midlothian, IL 60445

ADDRESS OF PROPERTY: 15053 Huntington Ct. Orland Park, IL

NAME: Midlothian State Bank
ADDRESS: 3737 W. 147th Street
CITY AND STATE: Midlothian, IL. ZIP CODE: 60445

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED. SEND SUBSEQUENT TAX BILLS TO:

DOCUMENT NUMBER 25680154

OR RECORDER'S OFFICE BOX NO.

(Address)