

# UNOFFICIAL COPY

**TRUST DEED**

Deliver to  
Recorder's Office

**Box No. 711**

144068

25157484

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 13, 1979, between Thomas J. Clark, Jr. and Nancy L. Clark, his wife, herein referred to as "Mortgagor", and

HERITAGE/COUNTY BANK AND TRUST COMPANY,

an Illinois corporation doing business in Blue Island, 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

THIRTY NINE THOUSAND AND no/100----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

Heritage County Bank and Trust Company

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 10.625 per cent per annum in instalments as follows:

Four hundred Fourteen and 57/100----- Dollars on the 1st day of November 1979 and Four hundred Fourteen and 57/100-----

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 October 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Blue Island, 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/COUNTY BANK AND TRUST COMPANY, 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 successors 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:

Lot 5 in Sammon's resubdivision of Block 12 in Young's Addition to Blue Island, a subdivision of the East 1/2 of the North East 1/4 of Section 36, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. \*\*\*

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COOK COUNTY, ILLINOIS  
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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 the 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 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 therein 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.

Thomas J. Clark, Jr. (SEAL) \_\_\_\_\_ (SEAL)  
Nancy L. Clark (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS, } SS. Maybelle Pattenaude  
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT Thomas J. Clark, Jr., and Nancy L. Clark, his wife who are personally known to me to be the same person s whose names s subscribe 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

THIS INSTRUMENT PREPARED BY \_\_\_\_\_

HERITAGE/COUNTY BANK  
12015 SOUTH WESTERN AVENUE  
4 Blue ISLAND, ILLINOIS 60406

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1979

Maybelle Pattenaude  
Notary Public  
Cook County, Illinois

Box 781

1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be 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 holders of the note; (4) complete within a reasonable time any building or buildings now or at any time 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.

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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. 1017

HERITAGE/COUNTY BANK AND TRUST COMPANY

by *[Signature]* VICE PRESIDENT

NAME | Heritage County Bank & Trust Co.  
STREET | 12015 S. Western Ave.  
CITY | Blue Island, Il. 60406

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

12821 Maple Ave.  
Blue Island, Il.

RECORDER'S OFFICE BOX NUMBER 711