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JT-13-204-013

BOX 360



TRUST DEED

688055

CTTC 11

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1983 APR 25 PM 1:29

Sidney R. Olson
RECORDER OF DEEDS
26580847
26 580 847

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 15, 1983, between Clearview Construction Corporation, an Illinois Corporation, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagor is 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

Twenty Five Thousand and no/100 (\$25,000.00) Dollars, evidenced by one certain Instrument Note of the Mortgagor of even date herewith, made payable to THE ORDER OF ~~XXXXXX~~ John A. Pope and Virginia M. Pope, his wife, as joint tenants, and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest after due date on the balance of principal remaining from time to time unpaid at the rate of 15% per cent per annum in instalments (including principal and interest) as follows: Twenty Five Thousand and no/100 (\$25,000.00) Dollars or more on the 1st day of September 1983, and

Dollars or more on the _____ day of _____ 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 _____ day of _____. 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 15% 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 Attorney Harry E. DeBruyn, 12000 S. Harlem Avenue, Palos Heights, Illinois 60463

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its 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 13 in Heritage Manor, a subdivision of the West one-half of the North-east quarter of Section 13, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

10.00

No interest shall be paid on this Trust Deed if payment in full is made on or before September 1, 1983.

THIS IS A PART PURCHASE MONEY TRUST DEED

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 Mortgagor 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 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 mortgagor or its 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 trusts herein set forth.

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 Mortgagor, its successors and assigns.

In Witness Whereof said Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its ~~XXXXXX~~ President and attested by its ~~XXXXXX~~ Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the _____ officers of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its _____ President and Secretary

Clearview Construction Corporation, an Illinois Corporation
BY Peter Voss, President
ATTEST: Peter Voss, Jr., Secretary

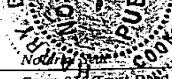


I, HARRY E. DEBRUYN, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

_____ President of the Clearview Construction Corporation and _____ Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that said _____ Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said _____ Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 15th day of April, 1983



Harry E. DeBruyn
NOTARY PUBLIC

26-580-847

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien damaged or be destroyed; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to not expressly subordinated to the lien hereof; (d) 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 to holders of the note; (e) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (f) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (g) make no material alterations in said premises except as required by law or municipal ordinances.

26 580 847

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 68-8055
CHICAGO TITLE AND TRUST COMPANY, Trustee.
By A. Nowak Assistant Secretary
Assistant Vice President

This Instrument Prepared By:
Attorney Harry E. DeBruyn
12000 S. Harlem Avenue
Palos Heights, Illinois 60463

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

PLACE IN RECORDER'S OFFICE BOX NUMBER 360