

27522208

TRUST DEED

APR-23-85 14130 27522208 A Rec 11.00

The above space for orders use only

THIS INDENTURE, made April 12, 1985, between

Jack R. Franek & Judith M. Franek, his wife

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herein referred to as "Mortgagors," and OAK LAWN TRUST AND SAVINGS BANK, 4900 West 95th Street, Oak

Lawn, Illinois 60454, an Illinois Corporation, doing business in Oak Lawn, 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

Five Thousand Dollars & No/100+ Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to OAK LAWN TRUST AND SAVINGS BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 12, 1985 on the balance of principal remaining from time to time unpaid at the rate of 14% per cent per annum in instalments as follows:

One Hundred Thirty Six Dollars & 63/100 Dollars on the 12 day of May 1985 and

One Hundred Thirty Six Dollars & 63/100 Dollars on the 12 day of each Month thereafter until said note is fully paid except that the final

payment of principal and interest, if not so paid, shall be due on the 12 day of April 19 89. 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 be 5% or \$5.00 whichever is less.

and all of said principal and interest being made payable at such banking house or trust company in Oak Lawn, 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 OAK LAWN TRUST AND SAVINGS BANK in said Village.

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, if paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successor and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in County of Cook and State of Illinois, to wit:

Lot 2 in Hartz's 91st Street and Moody avenue Subdivision No., 1 of part of the Northwest Quarter of Section 5, Township 37 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

This document prepared by: Georgine M. Jungles 4900 W. 95th Street Oak Lawn, Illinois 60454

PIN: 24-05-105-076

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, inodor 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 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] Jack R. Franek [SEAL] [SEAL] Judith M. Franek [SEAL]

STATE OF ILLINOIS } SS. I, NANCY L. GUSTAFSON a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jack R. Franek & Judith M. Franek, his wife

who are personally known to me to be the same person whose name is 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 Notarial Seal this 12 day of April, A. D. 1985.

Nancy L. Gustafson Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings 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 damaged or be destroyed; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior not expressly subordinated to the lien hereof; (4) complete and pay when due any indebtedness secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactorily evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) comply with all requirements of within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) 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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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. R.E.L. No. 383 OAK LAWN TRUST AND SAVINGS BANK, as Trustee, by Theresa M. Sonner Mortgage Loan Officer Authorized Signature

DEVELOPER'S NAME: Oak Lawn Trust & Savings Bank
STREET: 4900 W, 95th Street
CITY: Oak Lawn, Illinois 60454
INSTRUCTIONS: OR

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
#8937 S. Moody Ave
Oak Lawn, Illinois 60453

RECEIVED IN BAD CONDITION

END OF RECORDED DOCUMENT