

TRUST DEED

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27 383 847

COOK COUNTY, ILLINOIS FILED FOR RECORD

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THIS INSTRUMENT made December 20 19 84, between Jordan A. Tsolakides and Kondylenia Tsolakides, his wife, herein referred to as "Mortgagor", and HERITAGE BANK OF COUNTRY CLUB HILLS an Illinois corporation doing business in Country Club Hills, Illinois, herein referred to as Trustee, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note herein after described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of EIGHTY FIVE THOUSAND AND 00/100 (\$85,000.00) Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER HERITAGE BANK OF COUNTRY CLUB HILLS 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 12.25 per cent per annum in installments as follows:

ONE THOUSAND EIGHT HUNDRED NINETY TWO AND 42/100 (\$1,892.42) Dollars on the 5th day of January 19 85 and

ONE THOUSAND EIGHT HUNDRED NINETY TWO AND 42/100 (\$1,892.42) Dollars on the 5th 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 5th day of December, 1989

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 installment unless paid when due shall bear interest at the rate of maximum allowed by law per annum, and all of said principal and interest being made payable at such banking house or trust company in Country Club Hills, 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 BANK OF COUNTRY CLUB HILLS in said City, Country Club Hills

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 40 IN R. R. BARTLETT'S HOMEWOOD ACRES, BEING A SUBDIVISION OF THE WEST HALF (EXCEPT THE NORTH 330 FEET OF THE SOUTH 290 FEET OF THE WEST 330 FEET THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 17, 1941 AS DOCUMENT NUMBER 12661958 IN 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 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 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 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 hands and seals of Mortgagors the day and year first above written.

X Jordan A. Tsolakides (SEAL) X Kondylenia Tsolakides (SEAL) Jordan A. Tsolakides (SEAL) Kondylenia Tsolakides (SEAL)

STATE OF ILLINOIS,

County of Cook

SS. I, Jacquelyn Frigo

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jordan A. Tsolakides and Kondylenia Tsolakides

who are personally known to me to be the same persons whose names 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 20th day of December, A.D. 19 84

THIS INSTRUMENT WAS PREPARED BY:

NAME Mary Greenfield ADDRESS 4101 W. 183rd Street Country Club Hills, IL 60477

Jacquelyn Frigo Notary Public.

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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, and free from mechanical or other liens or claims 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 to 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.

10. No action for the enforcement of the lien or of any provision shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor is Trustee liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release of lien to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may also accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof and where the said certificate of identification purports to be executed by any person other than the person named in the instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or death of Trustee, the then Recorder or Registrar of Titles of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the note or this Trust Deed.

16. In the event of the sale or transfer of the Title to the premises described herein, the holder of the note secured hereby may at its option declare the entire amount of the indebtedness to be immediately due and payable.

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 280185400 #9001

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.

by *[Signature]* Assistant Vice President Assistant Secretary

NAME HERITAGE BANK OF COUNTRY CLUB HILLS
D STREET 4101 W. 183rd Street
E CITY Country Club Hills, IL 60477
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R
Y
INSTRUCTIONS BK533^{OR}

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
27 383 847