

# UNOFFICIAL COPY

TRUST DEED

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85133110

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 30th 19 85, between Chicago Metropolitan Baptist Association (An IL Corporation) of the Village of Oak Park

State of Illinois herein referred to as "Mortgagors", and Avenue Bank and Trust Company of Oak Park an Illinois corporation doing business in Oak Park, 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 Twenty Thousand and No/100 (\$20,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

AVENUE BANK & TRUST COMPANY OF OAK PARK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 30, 1985 on the balance of principal remaining from time to time unpaid at the rate of prime per cent per annum in instalments as follows: Four Hundred Twenty Five & No/100 adjustable daily\* Dollars (\$425.00) on the 30th day of August 19 85 and

Four Hundred Twenty Five & No/100 (\$425.00) on the 30th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be the balance due on the 30th day of July 19 86. 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 then highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company 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 Avenue Bank and Trust Company of Oak Park, Oak Park, Illinois.

NOTE, 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 is 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:

Lots 1 to 10, both inclusive, in Block 1 in Gunderson's Third Addition to Oak Park, being a Resubdivision of the First Addition to Highlands, being a Subdivision of the West quarter of the North West quarter of the North West quarter of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.  
16-17-100-003  
16-17-100-004 40.  
16-17-100-028  
16-17-100-029

\* Prime Rate as quoted from time to time by Avenue Bank & Trust Company. Minimum monthly payment will be at least the amount of Accrued Interest

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, easements, fixtures, and appurtenances thereto, including, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be involved therein (which are pledged primarily and on a par 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 awnings, floor coverings, indoor 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 use 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.

Chicago Metropolitan Baptist Association (An Illinois Corporation) (SEAL) Edward L. Cox; Trustee; (SEAL) H. Everett Anthony; Executive Director (SEAL)

STATE OF ILLINOIS I, Mary L. Triebes, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Edward L. Cox and H. Everett Anthony

who is personally known to me to be the same person whose name 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 30th day of July, A.D. 1985.

Mary L. Triebes Notary Public. My Commission Expires July 6, 1987

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