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GEORGE E. COLE
LEGAL FORMS

FORM NO. 806
April, 1980

TRUST DEED (ILLINOIS) For Use With Note Form 1448 (Monthly Payments Including Interest)

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CAUTION: Consult a lawyer before using or acting upon this form. 5-25 32961 • 85176623 • A — Rec 11.00

THIS INSTRUMENT made August 27, 1985

between Peter M. McNamara and
Isabella D. McNamara, his wife
5209 W. 99th Street, Oak Lawn, Illinois
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors" and
BURBANK STATE BANK
5440 West 87th Street, Burbank, Illinois
(NO AND STREET) (CITY) (STATE)

85176623

The Above Space For Recorder's Use Only

herein referred to as "Trustee," witnesseth that Whereas Mortgagors are jointly indebted to the legal holder of a principal promissory note (hereinafter "Installment Note") of even date herewith, executed by Mortgagors, made payable to **Burbank State Bank** and delivered, in and by which said note Mortgagors agreed to pay the principal sum of **NINE THOUSAND FOUR HUNDRED TEN AND 97/100**** Dollars and interest from August 27, 1985 on the balance of principal remaining from time to time unpaid at the rate of **14.25** per cent per annum, such principal and interest to be payable in installments as follows: **TWO HUNDRED TWENTY AND 28/100**** Dollars on the 27th day of September 1985, **TWO HUNDRED TWENTY AND 28/100**** Dollars on the 27th day of each of the next months 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 27th day of August 1990. All such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal, the portion of each of said installments constituting principal, to the extent not paid when due to bear interest after the date for payment thereof, at the rate of **15.25** per cent per annum, and all such payments being made payable to **BURBANK STATE BANK** or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that in the event of the death of the legal holder thereof and without notice, the principal sum remaining unpaid and the right, title and interest therein, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that the Mortgagors hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THE SAID TRUSTEE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the **Village of Oak Lawn**, COUNTY OF **Cook** AND STATE OF ILLINOIS, to-wit:

Lot 3 in C. A. Person's Subdivision of partition of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index #24-09-309-011 R.P.

Property Address: 5209 West 99th Street
Oak Lawn, IL 60453

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which, with the property hereinafter described, is referred to herein as the "premises."

THAT THE REAL ESTATE, together with all appurtenances thereto, belonging to said premises, issues and profits thereof for so long and during all such times as Mortgagors shall be entitled thereto, which rents, issues and profits are pledged, primarily and on a parity with said real estate and not secondarily, to all fixtures, appliances, equipment or other articles now or hereafter located on the premises, including without restriction, the foreground, screens, window shades, awnings, shutters and windows, floor coverings, radiator covers, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached to the real estate or not, and it is agreed that all burndings and additions and all other apparatus, equipment or articles hereafter placed on the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, from and after this day henceforth, and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

The name of a record instrument

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 hereby become a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of August, 1985.

Peter M. McNamara
Peter M. McNamara

Isabella D. McNamara
Isabella D. McNamara

State of Illinois, County of Cook

Cook

I, the undersigned, a Notary Public, in and for said County

of the State aforesaid, DO HEREBY CERTIFY that **Peter M. McNamara and Isabella D. McNamara**

ADDRESS: SEAL HERE

personally known to me to be the same person **S**, whose name **s** are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **t** h **e**y 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 redemption.



Virginia L. Doyle
Virginia L. Doyle
Loan Officer, BURBANK STATE BANK, 5440 W. 87th St., Burbank, IL 60459
BURBANK STATE BANK, 5440 W. 87th Street
Burbank, Illinois 60459

OR RECORDER'S OFFICE BOX NO.

85-176623

