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GEORGE E. COLE
LEGAL FORMS

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

FORM NO. 1448
April, 1980

CAUTION: Copy or use before using or acting under REB
or otherwise may violate law and result in disciplinary action.

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11.00

THIS INDENTURE made this 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)

herein referred to as "Trustee." witnesseth that Whereas Mortgagors are jointly indebted to the legal holder of a principal promissory note termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to ~~Trustee~~ and delivered in and by which note Mortgagors promise 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 percent per annum, such principal sum and interest to be payable in installments as follows: **TWO HUNDRED TWENTY AND 28/100**** Dollars on the 27th day of September, 1985, and **TWO HUNDRED TWENTY AND 28/100**** Dollars on the 27th 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 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 of payment thereof, at the rate of 15.25 percent per annum, and all such payments being made payable at **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 at the election of the legal holder thereto and without notice, the principal sum remaining unpaid at the time of such election, 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 no parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THE RELEASER, 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, 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 a portion 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.

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

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

And, THE RELEASER covenants, warrants, easements, and appurtenances thereto belonging, and grants, issues and profits thereof for so long and during all such times as Mortgagors shall own title thereto, which rents, issues and profits are hereby granted, and given to a party with said real estate and not separately, and all future appurtelements, fixtures or articles now or hereafter attached thereto or the room used to support heat, gas, water, light, power, refrigeration and air conditioning, together with all curtains, blinds, doors, windows, floor coverings, window shades, 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 structure, and it is agreed that all buildings and additions and all manner of other apparatus, equipment or articles heretofore placed in 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 heirs, executors and assigns, forever, for the uses and trusts herein set forth, free from all rights and benefits, under and by virtue of the Homestead Exemption Law of the State of Illinois, rights and benefits Mortgagors do hereby expressly release and waive.

The name of a record owner is:

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 hereinafter made a part hereto 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:

Peter M. McNamara

(Seal)

Isabella D. McNamara

(Seal)

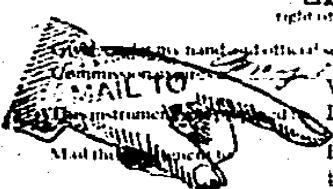
State or Mason, County of

Cook

in the State aforesaid, DATED BY CURIER that Peter M. McNamara and Isabella D. McNamara

BUSINESS
SEAL
HERE

personally known to me to be the same person, S., whose names are _____, 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 thereon set forth, including the release and waiver of the right of homestead.



Virginia L. Doyle

Loan Officer, BURBANK STATE BANK, 5440 W. 87th St., Burbank, IL 60459
(NAME AND ADDRESS)

BURBANK STATE BANK, 5440 W. 87th Street
Burbank, Illinois

60459

Notary Public

OR RECORDER'S OFFICE BOX NO.

-85-176623
E29961

