

UNOFFICIAL COPY

FORM NO. 207

85193739

TRUST DEED (ILLINOIS) For Use With Note Form 144B (Interest in Addition To Monthly Principal Payments)

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE, made September 14, 1985, between

James D. Morse & Bonnie Morse, his wife (J)

255 Fletcher Wheeling Illinois
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," AND

MIDLOTHIAN STATE BANK

3737 West 147th Street, Midlothian, Illinois
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth:

The Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the legal holder of a Note bearing a face value of \$1,727.49 Eleven Thousand, Seven Hundred Twenty Seven, & 57/100 Dollars,

and which is evidenced by one certain Note of the Mortgagors of even date herewith made payable to Midlothian State Bank and delivered, in and by which said Note the Mortgagors promise to pay the said sum in consecutive monthly installments as follows: See rider attached hereto and
therein contained. Each of said installments shall bear interest after maturity
at the rate of 12 percent per annum, and all of said payments being made payable at MIDLOTHIAN STATE BANK, 3737 West 147th Street,
Midlothian, Illinois, 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 thereof and without notice, the sum remaining unpaid thereon, together with accrued interest thereon, 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 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 all parties thereto severally waive presentment for payment, notice of
dishonor, protest and notice of protest.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 in consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, do 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 Wheeling, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 9 in Block 7 in Durhurst Subdivision Unit No 4 part of the East half of the North West quarter of Section 10, Township 42 North, Range 11 East of the Third Principal Meridian and also part of the South West quarter of Section 3, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois

R.E.I. #03-10-106-001

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 included primarily and on a party 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, motor beds, awnings, stoves and water heaters. All of the foregoing are declared to be 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 or his successors and assigns, 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 Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive. Which Proviso as follows: "(Ch. 52, par. 1) (S.H.A., Ch. 52, § 1) Sec. 1. Every individual shall be entitled to an estate of homestead to the extent in value of \$7,500 in the farm or lot of land and buildings thereon, a condominium or in personal property, owned or rightly possessed by lease or otherwise and occupied by him or her as a residence, or in a cooperative that owns property that the individual uses as a residence; xxx"

The name of a record owner is: James D. Morse & wife Bonnie (J)
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 Mortgagors, their heirs, successors and assigns.
Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
James D. Morse (Seal) Bonnie Morse (Seal)
James D. Morse Bonnie Morse

State of Illinois, County of Cook, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James D. Morse & Bonnie Morse

personally known to me to be the same person s whose name s above 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 official seal this 14th day of September 1985
Commission expires 14 day of September 1986

This instrument was prepared by Marge Hackett Midlothian State Bank
Midlothian State Bank (NAME AND ADDRESS) 3737 West 147th Street Midlothian, IL 60445

Mail this instrument to _____ (CITY) _____ (STATE) _____ (ZIP CODE)

OR RECORD IN MAILING BOX NO. _____



85193739

UNOFFICIAL COPY

RIDER ATTACHED TO TRUST DEED

Dated September 14, 1985 | 9 3 7 3 9

Between:

James D. Morse & Wife Bonnie Morse (J)
and MIDLOTHIAN STATE BANK AS TRUSTEE

Said principal sum of Eleven Thousand, Seven Hundred Twenty ^{Seven & 49/100} and interest on the balance of principal remaining from time to time unpaid at the rate of 13.00 % per annum from September 14, 1985 until maturity, payable in 119 installments each in the amount of \$ 175.08 and a final installment of \$ 175.08 beginning on October 14, 1985, and continuing on the same day of each successive MONTH thereafter until fully paid.

Date: September 14, 1985

x James D. Morse
x Bonnie Morse

State of Illinois, County of Cook ss;
In the State aforesaid, DO HEREBY CERTIFY that:

James D. Morse & Bonnie Morse
personally known to me to be the same person S whose name(s) above 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 official seal, this 14th day of Sept, 1985.
My Commission Expires June 2, 1988
Commission expires August 14, 1988
August L. Nickett
Notary Public

Identification # 878657-60

SEP-18-85 5:53:32 • 85193739 • A — REC 12.00

85193739
12th 1985

85-193739

SEP 18 1985