

TRUST DEED

Deliver To Recorder's Office Box No. 451

UNOFFICIAL COPY 85 65324677 7

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made December 3, 1985, between William N. Erickson, and Nancy J. Erickson, his wife, herein referred to as "Mortgagor", and

HERITAGE COUNTY BANK AND TRUST COMPANY

an Illinois Corporation doing business in Blue Island, 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 ONE HUNDRED FORTY FIVE THOUSAND AND NO/100 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER

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 per cent per annum in installments as follows:

One Thousand Seven Hundred Forty and 25/100 Dollars on the 1st day of February 1986 and One Thousand Seven Hundred Forty and 25/100 Dollars on the 1st 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 1st day of January 1991. 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 Blue Island, 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 County Bank and Trust Company in said City,

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 7 in Block 3 in Robert Bartlett's Homestead Development #1 in Subdivision of the North 1/2 of the Southwest 1/4 of Section 30, Township 37 North, Range 13, East of the Third Principal Meridian and of Lot 8 (except the West 10 acres) and the North 2 1/2 acres of the West 10 acres of said Lot 8 in the Circuit Court Partition of the Southwest 1/4 of Section 30, aforesaid, in Cook County, Illinois.***

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PIN 24-30-302-009 TP

JUNIOR MORTGAGE

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, inodor 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 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 hand and seal of Mortgagors the day and year first above written.

(SEAL) William N. Erickson (SEAL)

(SEAL) Nancy J. Erickson (SEAL)

STATE OF ILLINOIS,

County of Cook

SS. I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William N. Erickson and Nancy J. Erickson, his wife

who are 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 13th day of December A.D. 1985

THIS INSTRUMENT WAS PREPARED BY:

NAME Heritage County Bank & Trust Co. (a.s.)=

Cedrene Stroger

Notary Public.

ADDRESS 12015 Western, Blue Island, IL. 60406

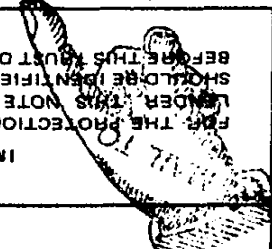


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Property of Cook County

FOR THE PROTECTION OF BOTH THE BORROWER AND MORTGAGEE THIS TRUST DEED IS FILED FOR RECORD.
SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN
BEFORE THIS TRUST DEED IS FILED FOR RECORD.



The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1586

by
HERITAGE COUNTY BANK AND TRUST COMPANY
JAMES H. VON BASTEN
Vice President

16 DEC 85 12:07

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1. Mortgages shall be made by the Mortgagese in the name of the Mortgagese or of its legal representatives, and shall be subject to the provisions hereof. The Mortgagese shall be bound by the provisions hereof and shall be deemed to have accepted the same by its execution of the same. The Mortgagese shall be deemed to have accepted the same by its execution of the same.

2. Mortgages shall be made by the Mortgagese in the name of the Mortgagese or of its legal representatives, and shall be subject to the provisions hereof. The Mortgagese shall be bound by the provisions hereof and shall be deemed to have accepted the same by its execution of the same. The Mortgagese shall be deemed to have accepted the same by its execution of the same.

3. Mortgages shall be made by the Mortgagese in the name of the Mortgagese or of its legal representatives, and shall be subject to the provisions hereof. The Mortgagese shall be bound by the provisions hereof and shall be deemed to have accepted the same by its execution of the same. The Mortgagese shall be deemed to have accepted the same by its execution of the same.

4. In case of default by the Mortgagese, the Mortgagese shall be deemed to have accepted the same by its execution of the same. The Mortgagese shall be deemed to have accepted the same by its execution of the same.

5. The Mortgagese shall be deemed to have accepted the same by its execution of the same. The Mortgagese shall be deemed to have accepted the same by its execution of the same.

6. The Mortgagese shall be deemed to have accepted the same by its execution of the same. The Mortgagese shall be deemed to have accepted the same by its execution of the same.

7. When the Mortgagese shall become due and payable, the Mortgagese shall be deemed to have accepted the same by its execution of the same. The Mortgagese shall be deemed to have accepted the same by its execution of the same.

8. The Mortgagese shall be deemed to have accepted the same by its execution of the same. The Mortgagese shall be deemed to have accepted the same by its execution of the same.

9. No action shall be brought against the Mortgagese or its legal representatives for the enforcement of the provisions hereof, unless the Mortgagese or its legal representatives shall have been notified in writing by the Mortgagese or its legal representatives, that the Mortgagese or its legal representatives are in default of the provisions hereof, and that the Mortgagese or its legal representatives are liable for the same.

10. The Mortgagese shall be deemed to have accepted the same by its execution of the same. The Mortgagese shall be deemed to have accepted the same by its execution of the same.

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