

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made November 1 1985, between Bank of Hickory Hills as Trustee under Trust # 2138, herein referred to as "Mortgagor", and

HERITAGE BANK OF LEMONT

an Illinois corporation doing business in Lemont, 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 Twenty three thousand seven hundred eleven and 53/100 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to

HERITAGE BANK OF LEMONT

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 13.75 per cent per annum in installments as follows: Four hundred forty one and 09/100

Dollars on the 1st day of December 1985 and Four hundred forty one and 09/100

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 November, 1992

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 16.75 per cent (the default rate of interest) per annum, and all of said principal and interest being made payable at such banking house or trust company in Lemont, 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 BANK OF LEMONT in said City, Lemont.

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:

THIS TRUST DEED is executed by the Bank of Hickory Hills not personally but as Trustee as authorized by the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly intended and agreed that nothing herein or in said note contained shall be construed as creating an liability on the said First Party or on said Bank of Hickory Hills or on any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied here contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Bank of Hickory Hills personally concerned the legal holder or holders of said note and the owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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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, inador 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 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.

UNDER ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF

Bank of Hickory Hills as Trustee under Trust #2138 dated 10-11-79 and not personally (SEAL)

BY [Signature] ATTEST [Signature] Pamela J. Gzywinska Trust Operations Officer

STATE OF ILLINOIS, County of Cook ss. [Signature] the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

UNDER ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF

who [Signature] personally known to me to be the same person whose name [Signature] subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that [Signature] signed, sealed and delivered the said Instrument [Signature] free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

THIS INSTRUMENT WAS PREPARED BY: GIVEN under my hand and Notarial Seal this 6th day of December, A.D. 1985

NAME Heritage Bank Lemont ADDRESS 1200 State St. Lemont, IL [Signature] Notary Public

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# UNOFFICIAL COPY

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STATE OF ILLINOIS  
COUNTY OF COOK ss.

HEREBY CERTIFY that I the undersigned, a Notary Public in the State aforesaid, do  
Bridgette W. Scanlan, Asst. V.P. & Tr. Ofc. of the Bank of Hickory Hills  
and Pamela J. Grzywinski, Trust Operations Officer of said Bank, who are personally  
known to me to be the same persons whose names are subscribed to the foregoing instrument  
as such Asst. V.P. & Trust Officer, and Trust Operations Officer, respectively,  
appeared before me this day in person and acknowledged that they signed and delivered  
said instrument as their own free and voluntary act and as the free and voluntary act  
said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the  
said T.O.O. then and there acknowledged that he, as custodian of the  
corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument  
as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee  
as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29th day of November A.D. 1985

*Therese J. Law*  
Notary Public

THAT PART OF LOT 21 OF COUNTY CLERK'S DIVISION OF SECTION 27, TOWNSHIP 3  
NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,  
ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH WEST 1/4 OF SAID  
SECTION 27 WHICH IS 1380.8 FEET EAST OF THE NORTH WEST CORNER OF SAID  
QUARTER SECTION THENCE SOUTH EASTERLY AT AN ANGLE OF 112 DEGREES, 41  
MINUTES WITH THE NORTH LINE OF SAID SOUTH WEST 1/4 ALONG THE WESTERLY LINE  
OF THE PREMISES CONVEYED TO MICHAEL F. SCHMITZ AND MATILDA SCHMITZ, HIS  
WIFE, BY WARRANTY DEED RECORDED ON MAY 2, 1921 AS DOCUMENT 7131488 IN THE  
OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS A DISTANCE OF  
275 FEET THENCE NORTH EASTERLY TO A POINT ON THE CENTER LINE OF CERRY  
ROAD WHICH IS 200 FEET SOUTH EASTERLY ALONG THE CENTER LINE OF CERRY ROAD  
FROM THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE

THE SOUTH WEST 1/4 OF SAID SECTION 27, THENCE NORTH WESTERLY ALONG THE  
CENTER LINE OF SAID CERRY ROAD TO THE POINT OF INTERSECTION OF SAID ROAD  
WITH THE NORTH LINE OF SAID SOUTH WEST 1/4 THENCE WEST ALONG THE NORTH  
LINE OF SAID SOUTH WEST 1/4 A DISTANCE OF 150 FEET TO THE POINT OF  
BEGINNING IN COOK COUNTY, ILLINOIS

Permanent index #22-27-300-018

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