

TRUST DEED

UNOFFICIAL COPY 86430353

COOK COUNTY, ILLINOIS
SEP 23 1986

1986 SEP 23 PM 12:27

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THE ABOVE SPACE FOR RECORDERS USE ONLY

SEP 23 1986 70-76-554

86430353

THIS INDENTURE, made September 18 1986, between

RICHARD H. SCIERKA AND HELEN M. SCIERKA, His Wife

herein referred to as "Mortgagors," and

MARQUETTE NATIONAL BANK,

a national Banking Association doing business in Chicago Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of SIXTY THOUSAND AND NO/100----- Dollars,

evidenced by one certain Instalment 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 from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 11 1/4 per cent per annum in instalments as follows: Six Hundred Ninety One & 41/100 (\$691.41)

Dollars on the 1st day of November 1986 and Six Hundred Ninety One & 41/100 (\$691.41)

Dollars on the 1st 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 1st day of October 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 instalment unless paid when due shall bear interest at the rate of ~~11 1/4~~ 11 1/4% and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 MARQUETTE NATIONAL BANK in said City.

NOW, THEREFORE, the Mortgagors to secure the 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 1 in Block 3 in East Chicago Lawn, being J.A. Campbell's Subdivision of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

19-24-101-008

This Instrument Prepared By:

11.00

Joseph L. Scheurich 6316 S. Western Avenue, Chicago, Illinois 9/18/86

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 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) awnings, window shades, storm doors and windows, floor coverings, inlaid 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 on 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 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 the mortgagors, their heirs, successors and assigns.

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

X [SEAL] X Richard H. Scierka [SEAL]
[SEAL] Helen M. Scierka [SEAL]

STATE OF ILLINOIS, I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Richard H. Scierka and Helen M. Scierka, His Wife

who are personally known to me to be the same persons, 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 therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 19th day of September, A.D. 1986

CHERYL DOYLE
Commission Expires
December 12, 1989

Cheryl Doyle
Notary Public

86430353

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Real Estate Loan Officer

[Signature]
MARQUETTE NATIONAL BANK, TRUSTEE

The installment note mentioned in the within Trust Deed has been paid in full.

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

17. In addition to the monthly payment, of principal and interest, herein specified, the Mortgagor shall pay 1/8th the annual amount of the general taxes with monthly payment. In the event such payment shall not be sufficient to pay such taxes, when due, Mortgagor agrees to deposit, on demand, such additional amounts as may be required for that purpose.

18. The Holder of the Note may collect a "late charge" not to exceed \$10.00 (Ten Dollars) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

19. The Holder of the Note shall have executed the note of this Trust Deed, and all persons claiming under the indebtedness of the Mortgagor, and the Trust Deed, and all provisions hereof, and shall be bound by the terms hereof, and shall be held liable for the payment of the indebtedness of any person claiming under the indebtedness of the Mortgagor, and the Trust Deed, and all provisions hereof, and shall be held liable for the payment of the indebtedness of any person claiming under the indebtedness of the Mortgagor, and the Trust Deed, and all provisions hereof.

20. The Trust Deed and all provisions hereof, shall be binding on the Mortgagor, and all persons claiming under the indebtedness of the Mortgagor, and the Trust Deed, and all provisions hereof, and shall be held liable for the payment of the indebtedness of any person claiming under the indebtedness of the Mortgagor, and the Trust Deed, and all provisions hereof.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

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