

TRUST DEED

UNOFFICIAL COPY

Deliver To Recorder's Office

86477740

-86-477740

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made October 7, 1986, between John C. Abraham and wife Linda L., jointly HERITAGE CRESTWOOD BANK an Illinois corporation doing business in Crestwood 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 FIFTEEN THOUSAND AND 00/100 * * * * * Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to HERITAGE CRESTWOOD BANK 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 11.50 per cent per annum in installments as follows:

THREE HUNDRED THIRTY AND 19/100 * * * * * Dollars on the 10th day of November 1986 and THREE HUNDRED THIRTY AND 19/100 * * * * * Dollars on the 10th 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 10th 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 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 Crestwood 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 CRESTWOOD BANK in said Village

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,

62 21 98 100 91

LOT 11 IN BLOCK 10 IN MEDEMA'S EL VISTA WEST BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED, MARCH 30, 1961 AS DOCUMENT 18122970 IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS COMMONLY KNOWN AS: 14767 S. MAJOR, OAK FOREST, IL 60452

PIN 28-08-405-011 mil

11.00 E

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 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 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^s and seal^s of Mortgagors the day and year first above written.

John C. Abraham (SEAL) Linda L. Abraham (SEAL) John C. Abraham (SEAL) Linda L. Abraham (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 John C. Abraham and Linda L. Abraham, his wife,

"OFFICIAL SEAL" Barbara Rodriguez Notary Public, State of Illinois My Commission Expires June 2, 1990

who are personally known to me to be the same person^s whose name^s 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 herein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 7th day of October, A.D. 1986

THIS INSTRUMENT WAS PREPARED BY: Heritage Crestwood Bank NAME Danielle Walters ADDRESS 13500 South Cicero Avenue Crestwood, IL 60445

Barbara Rodriguez Notary Public

86477740

UNOFFICIAL COPY

INSTRUCTIONS
R
E
V
I
S
E
D
C
I
T
Y
S
T
R
E
E
T
N
A
M
E

HERITAGE GRSTWOOD BANK
13500 SOUTH CIGERO AVENUE
CRSTWOOD, IL 60445

SOUTH MAJOR

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

OR
VAK FOREST, IL 60452



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

IMPORTANT

The installment Note mentioned in the Within Trust Deed has been identified herewith under Identification No. 00093
by Danielle Walters, Assistant Secretary

1. Mortgagee shall pay each term of indebtedness hereon...
2. Mortgagee shall be liable for the payment of all general real estate taxes...
3. Mortgagee shall be liable for the payment of all other taxes...
4. In case of default hereon, Trustee or the holder of the note may, at his option...
5. The Trustee or the holder of the note hereby secured making any payment...
6. Mortgagee shall pay each term of indebtedness hereon...
7. Then the indebtedness hereon shall become due and payable...
8. The proceeds of any sale of the premises shall be distributed and applied...
9. Upon or at any time after the filing of a bill to foreclose the note...
10. No action for the enforcement of the lien of any provision shall be subject...
11. Trustee or the holder of the note shall have the right to inspect...
12. Trustee has no duty to examine the title, local laws, or condition of the premises...
13. Trustee shall make and the lender shall accept a certificate of title...
14. Trustee may rescind by instrument in writing filed in the office of the Recorder...
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon...
16. In the event of the death of the Trustee or the holder of the note...
17. In the event of the death of the Trustee or the holder of the note...

86477740