

TRUST DEED

UNOFFICIAL COPY

86505542

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86505542

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made this 15th day of August, 1986, between M. Dale R. Cline and Genovia L. Cline, herein referred to as "Mortgagor", and an Illinois corporation doing business in Cook County, 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 Eight Thousand and 00/100 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 until at the rate of 12% per annum in installments as follows:

Dollars on the 15th day of August, 1986, and thereafter on the 15th 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 15th day of August and on 15th day of each month thereafter. 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 Cook County, 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 Merchants 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 to the Mortgagors, hereby irrevocably and warrant unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right title and interest therein, situated, lying and being in the COUNTY OF COOK, STATE OF ILLINOIS, to wit:

Lot 4 in Block 41 in E. 1st Street, North, Chicago, Illinois, containing 0.25 of an acre of the County of Cook, State of Illinois, Tract 141 North, Range 14 East of the Third Principal Meridian according to the plat thereof recorded April 11, 1984 in Subsequent No. 86505542 in the Office of the Recorder of Deeds in Cook County, Illinois

Permanent Tax No., 01-18-801-004

Portion of Block 41 Illinois River, Chicago, Illinois

86505542

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 appurtenant primarily and secondarily to said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter thereon 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, in-lot 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 if it 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 set forth 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) M. Dale R. Cline (SEAL)

(SEAL) Genovia L. Cline (SEAL)

STATE OF ILLINOIS,

County of Cook

SS

David E. Schaubert

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT M. Dale R. Cline and Genovia L. Cline, his wife

who 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 their release and waiver of the right of homestead

GIVEN under my hand and Notarial Seal this 15th day of Sept, A.D. 1986

THIS INSTRUMENT WAS PREPARED BY

David E. Schaubert

NAME Heritage Bank of Schaumburg

1535 W. Schaumburg Rd.

ADDRESS Schaumburg, Illinois 60196

Notary Public signature



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

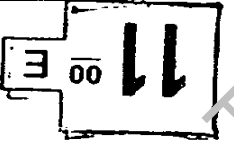
86-505542

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDOR, 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. 1988

By [Signature] Vice President



IN THE COUNTY OF ...

95 JUL 29 10 30 62

1. Mortgagor shall (1) keep and maintain in good condition... 2. Mortgagor shall be liable for the payment of all general real estate taxes... 3. Mortgagor shall cause all buildings and improvements... 4. In case of default... 5. The Trustee of the note hereby incurred public notice... 6. Mortgagors shall pay each item of indebtedness... 7. The Trustee of the note hereby incurred public notice... 8. The proceeds of any... 9. Upon or at any time after the filing of a bill to foreclose... 10. No action for the enforcement of the lien... 11. Trustee has no duty to examine the title... 12. Trustee shall release this trust deed... 13. Trustee shall release this trust deed... 14. Trustee may release by instrument... 15. This Trust Deed and all provisions hereof... 16. In the event of the sale or transfer of the Title

