

TRUST DEED



715273

CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 1, 1986 between Worth Bank and Trust as Trustee under Trust Agreement dated September 16, 1986 and known as Trust No. 4109 a corporation organized under the laws of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is 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 Forty Six Thousand One Hundred Eleven and 36/100 (\$46,111.36) ----- Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from date of disbursement, the balance of principal remaining from time to time unpaid at the rate of 11.5% per cent per annum in instalments (including principal and interest) as follows: Five Hundred Sixty and 26/100 (\$560.26)

Dollars or more on the 15th day of November 1986 and Five Hundred Sixty and 26/100 -- (\$560.26)

Dollars or more on the 15th 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 15th day of May 1999. 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 13% per cent per annum, 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 Chicago Title and Trust Company in said City.

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid to the Trustee, whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Palos Heights, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THIS IS A JUNIOR TRUST DEED

Lot 8 in College Highlands Addition, being a subdivision of part of the Southwest quarter of the Southwest quarter of Section 29, Township 37 North, Range 13, East of the Third Principal Meridian, \$12.00 in Cook County, Illinois. TR3333 TRAN 9950 12/15/86 10:37:00 #8622 #A *86-598209

Permanent Tax Number: 24-29-302-051 Pty Address: 6154 W. 125th Place, Palos Heights, Illinois

11/25/86 See Rider attached hereto and made a part of Mortgage dated 10/1/86.

TOGETHER with the property hereinafter described, is referred to herein as the "premises" long and during all such times as Mortgagor 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 thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation (including rainwater collecting devices), screens, window shades, storm doors and windows, floor coverings, mader beds, awnings, stoves and water heaters. All of the foregoing is 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 mortgagor or its 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 purpose and upon the uses and trusts herein set forth.

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 Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written pursuant to authority given by resolutions duly passed by the

of said corporation. Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its Worth Bank and Trust, as Trustee under Trust Agreement dated September 16, 1986 and known as Trust No. 4109, and not personally November 25, 1986

CORPORATE SEAL

BY Marilyn C. Sajdak TRUST OFFICER ASST. VP & CONTROLLER

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Marilyn C. Sajdak, TRUST OFFICER Worth Bank and Trust Joan E. Meyer, ASSISTANT VP & CONTROLLER

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of November 1986

Notary Public Seal: RANNEY, Notary Public, State of Illinois, Commission Exp. Oct 6, 1990

66598209

1224

11/25/86 Rider attached hereto and made a part of Mortgage dated 10/1/86.
This Mortgage is executed by the Worth Bank and Trust not personally but as
Trustee as aforesaid in the exercise of the power and authority conferred upon
and vested in it as such Trustee (and said Worth Bank and Trust hereby
warrants that it possesses full power and authority to execute this
instrument) and it is expressly understood and agreed that nothing herein or
in said principal or interest notes contained shall be construed as creating
any liability on the said mortgagor or on said Worth Bank and Trust personally
to pay the said principal notes or any interest that may accrue thereon, or
any indebtedness accruing hereunder, or to perform any covenant either express
or implied herein contained, all such liability, if any being expressly waived
by said mortgagor and by every person now or hereafter claiming any right or
security hereunder, and that so far as the mortgagor and its successor and
said Worth Bank and Trust personally are concerned, the legal holder or
holders of said principal and interest notes and the owner or 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 principal note, provided.

County Clerk's Office