

TRUST DEED

UNOFFICIAL COPY

86035907

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 21

1986, between

Bryant Murphy and Patricia Murphy his wife

herein referred to as "Mortgagors," and

NORTHWEST COMMERCE BANK

an Illinois corporation doing business in Rosemont, 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

Nineteen Thousand Two Hundred Eighty Two & 43/100-----(\$19,282.43)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHWEST COMMERCE BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from January 21, 1986 on the balance of principal remaining from time to time unpaid at the rate of 12.50 per cent per annum in instalments as follows: Three Hundred Thirty Seven & 47/100---(337.47)

Dollars on the 20th day of February 1986 and Three Hundred Thirty Seven & 47/100 (337.47)

Dollars on the 20th 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 20th day of January, 1989. 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 12.50 per cent 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 NORTHWEST COMMERCE BANK in Rosemont, Illinois.

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 Village of Prospect Heights COUNTRY OF COOK AND STATE OF ILLINOIS,

* The final payment amount shall be Seven Thousand Four Hundred Seventy & 98/100 Dollars-- (\$7,470.98)

Lot 191 in Ehler and Wenborg's Country Gardens, Unit No. 4 being a subdivision of the South West quarter of the North West quarter of Section 15, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to: general real estate taxes for the year 1977 and subsequent years; easements, covenants and restrictions of record.

This document was prepared for Northwest Commerce Bank 9575 West Higgins Road, Rosemont, Illinois 60018 by: Lou Ann Battaglia

Permanent Tax No.: 03-15-111-003

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 therin which are pledged primarily and on a parity with said real estate and not encumbered, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, steam, air, in dusting, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) ovens, window shades, storm doors and windows, floor coverings, indoor 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 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 S and seal S of Mortgagors the day and year first above written.

[SEAL] Bryant Murphy [SEAL]

[SEAL] Patricia Murphy [SEAL]

STATE OF ILLINOIS

Cook

I, VALERIE M. GODFREY,

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

who are personally known to me to be the same person(s) whose name(s) is 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 21st day of January A. D. 1986

Valerie Godfrey
Notary Public

My Commission Expires Nov. 20, 1987

