

TRUST DEED

UNOFFICIAL COPY

Deliver To Recorder's Office

1986 FEB 13 AM 9:34

86061647

86061647

THE ABOVE SPACE FOR RECORDERS USE ONLY

A 946368 L

THIS INDENTURE made February 11, 19 86, between Timothy Byrnes, and Rita Byrnes, his wife, herein referred to as "Mortgagor", and Heritage Bank of Oak Lawn

an Illinois corporation doing business in Oak Lawn 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 Fifty Thousand and 00/000ths 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 unpaid at the rate of Base+2 floating per cent per annum in installments as follows: Two Thousand eighty three and 33/000ths

Dollars on the first day of March 19 86 and Two Thousand Eighty Three and 33/000ths Dollars on the first 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 1st day of February, 1988. 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 bank or trust company in Oak Lawn 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 Bank of Oak Lawn 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, 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, to wit:

LOT 54 IN BAIN'S RESUBDIVISION OF PART OF FOREST RIDGE, A SUBDIVISION OF THE EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

11.00

PIN #25-07-118-005 M. 9721 J. Leavitt

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 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 conditions and provisions appearing on this page and on page two (the reverse side here of) 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. [Signatures of Timothy Byrnes and Rita Byrnes] (SEAL) (SEAL)

STATE OF ILLINOIS, County of Cook ss. I, Ilona Schreiner a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Timothy Byrnes and Rita Byrnes

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.

THIS INSTRUMENT WAS PREPARED BY: GIVEN under my hand and Notarial Seal this 11 day of February, A.D. 19 86.

NAME A. Skopac ADDRESS 6001 W. 95th Street [Signature of Ilona Schreiner] Notary Public.

86061647

