

TRUST DEED

UNOFFICIAL COPY

86333727

Deliver To Recorder's Office

1986 JUL -5 AM 11:10

86333727

THE ABOVE SPACE FOR RECORDERS USE ONLY

76 59 210

THIS INDENTURE made July 31, 1986, between Arthur J. Pisarski and Teresa D. Pisarski, his wife ****

HERITAGE BANK OF COUNTRY CLUB HILLS

an Illinois corporation doing business in C. C. Hills, 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 ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 (\$113,500.00) **** Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to HERITAGE BANK OF COUNTRY CLUB HILLS

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 11.00 per cent per annum in installments as follows:

ONE THOUSAND TWO HUNDRED NINETY AND 43/100 (\$1,290.43) **** Dollars on the 1st day of September 1986 and ****

ONE THOUSAND TWO HUNDRED NINETY AND 43/100 (\$1,290.43) **** Dollars on the 1st 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 August, 2001.

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 C. C. Hills, 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 C.C. Hills, in said City, Country Club Hills.

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 6 IN FRANCYK SUBDIVISION, BEING A RESUBDIVISION OF THE NORTH HALF OF LOT 6 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE FARMS, A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ****

PROPERTY TAX I. D. #28-23-300-034

PROPERTY ADDRESS: 3833 - 3845 West 166th Place Markham, Illinois

12.00

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, inlaid beds, awnings, stove 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 hands and seals of Mortgagors the day and year first above written.

Arthur J. Pisarski (SEAL) Teresa D. Pisarski (SEAL) ARTHUR J. PISARSKI TERESA D. PISARSKI

STATE OF ILLINOIS, Cook County, ss. the undersigned, Arthur J. Pisarski and Terese D. Pisarski, his wife who are personally known to me to be the same person whose names they 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 31st day of July A D. 19. 86 THIS INSTRUMENT WAS PREPARED BY: Heritage Bank of Country Club Hills NAME: Joyce Korneta 4101 W. 183rd Street ADDRESS: Country Club Hills, Illinois 60477 Notary Public: Paul R. Smardon

86333727

Country Club Hills, Illinois 60477

CITY

4101 West 183rd Street

STREET

HERITAGE BANK OF COUNTRY CLUB HILLS

NAME

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

863333727

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

By *Joyce Kortella*
Joyce Kortella
Vice President

IMPORTANT

The instrument mentioned in the within Title Deed has been identified by the following identification No. 120100101000

16. In the event of the sale, transfer, assignment or conveyance of the title to the mortgagor or grantee at any time hereafter without the prior written consent of the mortgagee and the payment of a transfer fee in accordance with the mortgage regulations then in effect, the entire unpaid balance of the principal and interest and advances, if any shall immediately become due and payable without notice at the option of the mortgagee, and the aforesaid sum shall bear interest at the rate of 11.00% per annum from the date of said sale, transfer conveyance or the making of a contract to sell on installment payments until paid.

17. The mortgagor shall have the right to inspect the premises at all reasonable times and areas thereof to the extent that such inspection is necessary for the purpose of determining the condition of the premises, and shall be obligated to accept the results of such inspection and to sign a statement to that effect. The mortgagor shall be liable for any and all expenses incurred by the mortgagee in connection with such inspection, including the cost of a survey, if any, and the cost of any other expenses incurred by the mortgagee in connection with such inspection. The mortgagor shall be liable for any and all expenses incurred by the mortgagee in connection with such inspection, including the cost of a survey, if any, and the cost of any other expenses incurred by the mortgagee in connection with such inspection. The mortgagor shall be liable for any and all expenses incurred by the mortgagee in connection with such inspection, including the cost of a survey, if any, and the cost of any other expenses incurred by the mortgagee in connection with such inspection.

18. The mortgagor shall be liable for any and all expenses incurred by the mortgagee in connection with such inspection, including the cost of a survey, if any, and the cost of any other expenses incurred by the mortgagee in connection with such inspection.