



71373 TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 19 1986, between William McSheehy and Margaret McSheehy, his wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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 Ten thousand one hundred twenty five and no/100

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

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 19, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10 percent per annum in instalments (including principal and interest) as follows:

Eighty four and 38/100 Dollars or more on the 19 day of Sept. 1986 and Eighty four and 38/100 Dollars or more on the 19 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 19 day of August, 1996. 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 15 per annum, and all of said principal and interest being made payable at such banking house or trust company in Oak Park 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 William McSheehy in said City.

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 Oak Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 4 in William A. Harris Resubdivision of Lots 39, 40, 41 in Houston's Subdivision of that part lying South of Wisconsin Central Railroad right of way of the West half of the East half of the South West quarter of Section 8, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

60-62 Washington, Oak Park, Il. 16-08-316-023

11.00

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, 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 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 and seal of Mortgagors the day and year first above written.

Signatures of William McSheehy and Margaret McSheehy with seals.

STATE OF ILLINOIS, County of Cook

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

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.

Given under my hand and Notarial Seal this 19 day of Aug 1986.

Notary Public signature

Notarial Seal

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FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OR ABOVE  
DESCRIBED PROPERTY HERE

MAIL TO:

5351 N. TRAYLOR  
K15171 P 0569

FOR THE PROTECTION OF BOTH THE BORROWER AND  
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY  
Assistant Secretary/Assistant Trustee  
By: *[Signature]*  
Identification No. 713732

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13. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through hereafter given Trustees.  
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are persons herein designated as makers thereof.

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16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is made. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

17. Trustee shall release the trust deed and the lien thereon by proper presentation upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release of this trust deed and all indebtedness secured by this trust deed, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall mean "notes" when more than one note is used.

18. Trustee or successor shall be entitled to reasonable compensation for its services a fee as determined by its rate schedule in effect when the release deed is made. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

19. Trustee shall release the trust deed and the lien thereon by proper presentation upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release of this trust deed and all indebtedness secured by this trust deed, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall mean "notes" when more than one note is used.

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