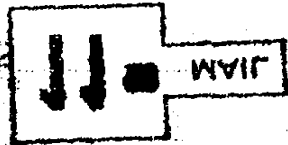


TRUST DEED

Deliver To: Recorder's Office Box No. 966

UNOFFICIAL COPY

87049552



THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 30 1986, between J.B. Sims, married to Bessie Sims, herein referred to as "Mortgagor", and

HERITAGE STANDARD BANK 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 holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of \$60,000.00 Sixty Thousand and no/100's Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 8 per cent per annum in instalments as follows: Eight Hundred Forty-Eight and 21/100

Dollars on the 1st day of February 1987 and Eight Hundred Forty-Eight & 21/100

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 January 1995. 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 8 per cent per annum, and all of said principal and interest being made payable of 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 HERITAGE STANDARD BANK AND TRUST COMPANY 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: Lots 11 to 22 both inclusive in Block 31 in South Englewood, a subdivision of the North West quarter of Section 4, Township 37 North, Range 14 and part of the North East quarter of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Index No.: 25-04-129-043 25-04-129-044

LOT 12 DA-0 2a

Address: 9050 S. Eggleston Chicago, Illinois

Grantees Address: 2400 W. 95th Street Evergreen Park, Illinois 60642

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Grantor does not occupy the subject property as his residence and does not intend to do so in the future. Property therefore is not subject to homestead rights.

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, inodor 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 in 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 hand and seal of Mortgagors the day and year first above written.

J.B. Sims (SEAL) Bessie Sims (SEAL)

STATE OF ILLINOIS, ss. I, Scott L. Hillstrom, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT J. B. Sims, Bessie Sims

who are personally known to me to be the same person(s) whose name(s) 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 30th day of December, A.D. 1986

OFFICIAL SEAL SCOTT L. HILLSTROM NOTARY PUBLIC STATE OF ILLINOIS MY COMM. EXP. SEPT 18, 1990

Notary Public

25-049225

20080702

UNOFFICIAL COPY

MAIL

9050 S. Eggleston

Chicago, Illinois

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

OR

C H I C A G O I L L 60643

10731 S. WESTERN
Scott L. Hillstrom

STREET
CITY

NAME

DEED

LEVEL

INSTRUCTIONS

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

IMPORTANT

The instrument Note mentioned in the within Trust Deed has been identified herewith under identification No. 10731 S. WESTERN

HERITAGE STANDARD BANK AND TRUST COMPANY

Trustee

Assistant Secretary

DEPT-10-10-10

TRANS-5558

1731 C * 87

COOK COUNTY RECORDER

17. The mortgagor hereby waives any and all rights of redemption from sale under any order of decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

16. In the event of the sale or transfer of the title to the premises described herein, the holder of the note secured hereby may at its option declare the entire amount of the indebtedness to be immediately due and payable.

15. The Trust Deed and all provisions hereof shall extend to and be binding upon the successors and all persons liable for the payment of the indebtedness, whether or not such persons shall have executed the note or this Trust Deed.

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