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TRUST DEED UNOFFICIAL COPY COOK COUNTY, ILLINOIS FILED FOR RECORD 8 7 3 0 5 1 6 4 1987 JUN -5 PM 1:48 87305164

THE ABOVE SPACE FOR RECORDER'S USE ONLY

70-97-37903

THIS INDENTURE, made May 27 19 87 between William F. Bard and Milijana Bard, Husband and Wife

herein referred to as "Mortgagors", and Oak Lawn National Bank a National Banking Association 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 principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

Two Hundred Twenty Five Thousand and no/100ths-----(\$225,000.00)----- DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on November 23, 1987 with interest thereon from date of loan disbursement until maturity at the rate of 10.00% per cent per annum, payable monthly ~~XXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ in each year: all of said principal and interest bearing interest after maturity at the rate of 12.00% per cent per annum, and all of said principal and interest being made payable at such banking house 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 Oak Lawn National Bank, 9400 S. Cicero Ave. Oak Lawn, IL 60453 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 City of Palos Heights COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 128 in Gallagher and Penny's Ishnala Subdivision being a part of the North East 1/4 of Section 36, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PTI# 23-36-204-048-0000

Common Property Address: 12815 Seneca Road, Palos Heights, IL

12.00

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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, major 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.

William F. Bard (SEAL)

Milijana Bard (SEAL)

STATE OF ILLINOIS,

I, Jayme L. Sullivan

County of Cook

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William F. Bard and Milijana Bard, Husband and Wife

who are personally known to me to be the same persons whose name 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.

Given under my hand and Notarial Seal this 27th day of May, 19 87.

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES JUNE 5, 1988 ISSUED THRU ILL. NOTARY ACTS OF 1980.

Jayme L. Sullivan Notary Public

