

# UNOFFICIAL COPY 87349717

## TRUST DEED

BOOK 8 VOL 349 PAGE 19

1987 JUN 26 AM 10:35

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 6 1987, between  
James A. Brier and Helen L. Brier, 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 \*\*\*\*\*  
\*\* Sixty-seven Thousand One Hundred Eighty and no/100\*\*\* (\$67,180.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF  
~~RECEIVER~~ First Trust & Savings Bank of Glenview

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 6, 1987 on the balance of principal remaining from time to time unpaid at the rate of 9.48 percent per annum in instalments (including principal and interest) as follows:

One Thousand One and 71/100\*\*\*\*\* (\$1,001.71)\*\*\* Dollars or more on the 8th day of March 1987, and One Thousand One and 71/100 (\$1,001.71) Dollars or more on the 8th day of each and every 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 8th day of February, 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 9.48 per annum, and all said principal and interest being made payable at such banking house or trust company in Glenview 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 First Trust & Savings Bank in said ~~Cook~~ Village.

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 Chicago Ridge COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 13 in Block 1 in Leslie C. Barnard's First Addition to Stanton Hall Subdivision according to the Plat thereof recorded June 12, 1962 as document 18500661, being a Subdivision of part of Lot 4 in Wales Tobey Subdivision of the North half of Section 18 Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Also known as: 10349 S. Barnard Drive Chicago Ridge, Illinois 60415

PIN# 24-18-215-013-0000 BCD UN

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, indoor 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 S and seal S of Mortgagors the day and year first above written.

James A. Brier [SEAL] Helen L. Brier [SEAL]  
James A. Brier [SEAL] Helen L. Brier [SEAL]

STATE OF ILLINOIS,

{ SS.

I, Marilyn S. Copeland, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT James A. Brier and Helen L. Brier

who are personally known to me to be the same person as whose name is 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.

Given under my hand and Notarial Seal this 6th day of February 1987.

Marilyn S. Copeland Notary Public

Notarial Seal

Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note with Interest (Included in Payment).  
R. 11/75

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THIS TRUST DEED.	
MAIL TO:	
3301 Waukegan Road Glenview, Illinois 60025	
FOR RECORDERS INDEX PURPOSES FOR RECORDERS INDEX ABOVE TRUST DEED SHOULDERED BY CHICAGO TITLE LENDER THE INSTRUMENT NOTED SECURED BY THIS MORTGAGEES OR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (C) PAY WHEN DUE ANY INDEBTEDNESS WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (D) COMBINE ADDITIONAL AND SEPARATELY PAYABLE LIABILITIES WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (E) COMPLY WITH ALL REQUIREMENTS OF LAW OR MUNICIPAL ORDINANCES WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (F) PAY SEPARATELY PAYABLE LIABILITIES WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (G) PAY SEPARATELY PAYABLE LIABILITIES WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (H) PAY SEPARATELY PAYABLE LIABILITIES WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (I) MAKE NO STATEMENT OR WARRANTY WHICH MIGHT BE CONSTRUED AS A CONFESSION OF LIABILITY; (J) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (K) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (L) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (M) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (N) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (O) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (P) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (Q) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (R) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (S) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (T) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (U) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (V) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (W) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (X) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (Y) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF; (Z) KEEP AND HOLD POSSESSION OF THE NOTE, WHICH MAY BE EXEMPT FROM MECHANICS' OR OTHER LIENS OF THE PRESENCE OF THE CLAUSES FOR LENDER NOT EXPRESSLY SUBORDINATED TO THE LENDER HEREOF;	
Page 2	