

306185

306185

TRUST DEED

Deliver To Recorder's Office

UNOFFICIAL COPY

JUNIOR MORTGAGE

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made July 10 1987, between James Zouras and Pamela K. Zouras, his wife, herein referred to as "Mortgagor", and HERITAGE CRESTWOOD BANK an Illinois corporation doing business in Crestwood 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 FIFTEEN THOUSAND AND no/100 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to HERITAGE CRESTWOOD BANK 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 10.50 per cent per annum in installments as follows: Three Hundred Twenty Two and .56/100

Dollars on the 10th day of August 1987 and Three Hundred Twenty Two and .56/100 Dollars on the 10th 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 10th day of July, 1992 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 Crestwood 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 CRESTWOOD BANK in said City Village.

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 12 (Except the North 5 feet thereof) and the North 25 Feet of lot 13 in block 7 in Markham-Midlothian Addition being a Subdivision of the North West 1/4 (Except the West 5 Acres of the North 1/2 thereof) of the South East 1/4 and the West 1/2 of the South West 1/4 of the South East 1/4 of Section 11, Township 36 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. 28-11-407-058

Property Commonly known as: 14837 Trumbull, Midlothian, Illinois 60445

87390192

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, linoleum, 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 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.

X James Zouras (SEAL) X Pamela K. Zouras (SEAL) James Zouras Pamela K. Zouras (SEAL) (SEAL)

STATE OF ILLINOIS,

County of Cook

ss. I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT James Zouras and Pamela K. Zouras his wife who are personally known to me to be the same person 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, including the release and waiver of the right of homestead.

THIS INSTRUMENT WAS PREPARED BY: Danielle Walters NAME Heritage Crestwood Bank 13500 S. Cicero Ave, ADDRESS Crestwood, Il. 60445

GIVEN under my hand and Notary Seal this 10th day of July, A.D. 1987

"OFFICIAL SEAL" Elaine M. Ryan Notary Public, State of Illinois My Commission Expires June 7, 1991

Notary Public signature

Box 158

INSTRUCTIONS

NAME

HERITAGE CRESTWOOD BANK

STREET

13500 S. Cicero Ave.

CITY

Crestwood, IL 60445

OR

14837 Trumbull

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

Middlebrian, IL 60445

IMPORTANT
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.

The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 00158

Danielle Walczak, Assistant Vice President

XXXXXXXXXXXX

87390192

DEFINITION OF TERMS 07/15/87 TO 23:00
#87-390192
COURT QUALITY RECORDER

69106328

1. The Trustee shall have the right to foreclose upon the property...
2. The Trustee shall have the right to sell the property...
3. The Trustee shall have the right to lease the property...
4. The Trustee shall have the right to convey the property...
5. The Trustee shall have the right to execute any documents...
6. The Trustee shall have the right to sue and be sued...
7. The Trustee shall have the right to assign its duties...
8. The Trustee shall have the right to be removed...
9. The Trustee shall have the right to be succeeded...
10. The Trustee shall have the right to be indemnified...
11. The Trustee shall have the right to be held harmless...
12. The Trustee shall have the right to be paid...
13. The Trustee shall have the right to be reimbursed...
14. The Trustee shall have the right to be held liable...
15. The Trustee shall have the right to be held responsible...
16. The Trustee shall have the right to be held accountable...
17. The Trustee shall have the right to be held answerable...
18. The Trustee shall have the right to be held amenable...
19. The Trustee shall have the right to be held accountable...
20. The Trustee shall have the right to be held answerable...