

UNOFFICIAL COPY

TRUST DEED

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88-450438

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made September 21 19 88, between First National Bank of Evergreen Park, as trustee u/a/d 11-23-83, a/k/a Trust #7616-----, herein referred to as "Mortgagor", and HERITAGE BANK OF COUNTRY CLUB HILLS an Illinois corporation doing business in C. C. Hills 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 Dollars, evidenced by one certain Note of the Mortgagors of even date herewith, made payable to BEARER HERITAGE BANK OF COUNTRY CLUB HILLS 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 11.00 per cent per annum at maturity until said note is fully paid.

All such payments on account of the indebtedness evidenced by said note to be first applied to principal balance and the remainder to interest; 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 C. C. Hills 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 Bank of C. C. Hills in said City of Country Club Hills

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:

THE SOUTH 198 FEET OF THE EAST 150 FEET OF LOT 128 IN J.E. MERRION'S COUNTRY CLUB HILLS UNIT 13, A SUBDIVISION OF PART OF THE NORTH 3/4 OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX ID NO: 28-34-217-034

PROPERTY ADDRESS: 17600 Crawford Country Club Hills, IL 60477

DEPT-01 RECORDING \$13.25
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COOK COUNTY RECORDER

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

AND Trustee (SEAL) Trust Officer (SEAL) First National Bank of Evergreen Park (SEAL) Trustee, u/a/d 11-23-83, a/k/a Trust #7616

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 FRANKLIN SELLERS, TRUST OFFICER & ANNE MOYLAN, LAND TRUST ADM. OF FIRST NATIONAL BANK OF EVERGREEN PARK who are personally known to me to be the same person whose name 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, including the release and waiver of the right of homestead.

THIS INSTRUMENT WAS PREPARED BY:

NAME June Younker ADDRESS 4101 W. 183rd Street Country Club Hills, IL 60477

OFFICIAL SEAL THERESA DEVRIS Notary Public. NOTARY PUBLIC STATE OF ILLINOIS EXPIRES AUG. 18, 1990

R9-130

REI TITLE SERVICES #

88-450438

SEE ATTACHED PAGES FOR

88-450438

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RIDER ATTACHED TO TRUST DEED TO HERITAGE BANK OF COUNTRY CLUB HILLS

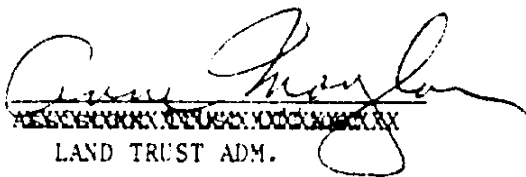
DATED 9/21/88 UNDER TRUST NO. 7616

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee Under
Trust No. 7616

BY 
~~XXXXXXXXXXXXXXXXXXXX~~ Trust Officer

ATTEST:


~~XXXXXXXXXXXXXXXXXXXX~~
LAND TRUST ADM.

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