

TRUST DEED

UNOFFICIAL COPY 85288885

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made June 21, 19 88, between Melvin K. Presley and Betty S. Presley, his wife, herein referred to as "Mortgagor", and

HERITAGE BANK OF LEMONT

an Illinois corporation doing business in Lemont, 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

Ninety one Thousand and 00/100 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to

HERITAGE BANK OF LEMONT

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 P +1 per cent per annum in installments as follows:

Accrued Interest Dollars on the 21st day of July 19 88 and

Accrued Interest Dollars on the 21st 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 20th day of August 1988

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 P +3 per cent (the default rate of interest) per annum, and all of said principal and interest being made payable at such banking house or trust company in Lemont, 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 LEMONT in said City, Lemont.

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:

Cook-88-288885

Lot 18 in Keoguh Spauldings Resubdivision of Block 8 in Dowses Addition to Lemont in Section 29, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

M K P. B.S.P. 22 292 218 018

M K P. Street B.S.P. Property Address: 712 East 49th, Lemont, Il.

SEPT-01

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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, insulator 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 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.

Melvin K. Presley (SEAL) Betty S. Presley (SEAL) Melvin K. Presley (SEAL) Betty S. Presley (SEAL)

12.00 MAIL

STATE OF ILLINOIS, the undersigned County of Cook } SS I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Melvin K. Presley And Betty S. Presley, his wife who are personally known to me to be the same person(s) whose name they 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:

GIVEN under my hand and Notarial Seal this 21st day of JUNE, A D 19 88

NAME

ADDRESS

"OFFICIAL SEAL" Joanna Bauer Notary Public, State of Illinois My Commission Expires 2/17/92

Joanna Bauer Notary Public.

1173433

88288885

912.25



INSTRUCTIONS

RECEIVED

LEMONI, IL 60439

CITY

1200 South State

STREET

HERITAGE BANK OF LEMONI

NAME

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

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.

HERITAGE BANK OF LEMONI

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

Assistant Vice President
Assistant Secretary

Property of CO

5898288

1. Mortgages shall be subject to the provisions of the Trust Deed and the installment note...
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