

UNOFFICIAL COPY

TRUST DEED

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THIS INDENTURE, made September 8, 1989, between

JOHN J. BUTLER and LOUISE E. BUTLER, his wife,

herein referred to as "Mortgagors," and

OAK LAWN TRUST AND SAVINGS BANK, 4900 West 95th Street, Oak

Lawn, Illinois 60454, an Illinois Corporation, 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Sixty Thousand and no/100 (\$60,000.00) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to OAK LAWN TRUST AND SAVINGS BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of 9% per cent per annum in instalments as follows: Six Hundred Eight and 56/100 (\$608.56) - - - - - Dollars on the 15th day of November, 19 89 and Six Hundred Eight and 56/100 (\$608.56) - - - - - Dollars on the 15th day of each 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 15th day of October, 19 2004. 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 10% 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 TRUST AND SAVINGS BANK in said 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, situated, lying and being in County of COOK and State of Illinois, to wit:

Lot 2 in Gyann's Massasoit Avenue & Edge Lake Drive Resubdivision of Lots 22, 23, 24 and the North 3 feet of Lot 25 in Lake Louise Apartments Fifth Addition, being a Subdivision of part of the Northeast 1/4 of Section 17, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers: 24-17-201-120

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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 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, inador 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 hands and seal of Mortgagors the day and year first above written.

John J. Butler (SEAL) Louise E. Butler (SEAL)
John J. Butler (SEAL) Louise E. Butler (SEAL)

STATE OF ILLINOIS } ss. I, the undersigned,
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John J. Butler and Louise E. Butler, his wife,

who are personally known to me to be the same persons whose names 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. GIVEN under my hand and Notarial Seal this 8th day of Sept. A. D. 1989.

OFFICIAL SEAL
THERESA M. SONNER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 24, 1992

Theresa M. Sonner
Notary Public.

Box 115 1200

