

TRUST DEED

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THIS INDENTURE made DECEMBER 5, 1989, between JOHN G. GALLOWAY, *divorced and not remarried*, herein referred to as "Mortgagor", and

1ST HERITAGE BANK 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 SIX THOUSAND AND 00/100 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER 1ST HERITAGE 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 12.00 per cent per annum in installments as follows:

ONE HUNDRED FOURTY SEVEN DOLLARS AND 85/100 Dollars on the 15TH day of JANUARY 1990 and ONE HUNDRED FOURTY SEVEN DOLLARS AND 85/100 Dollars on the 15TH 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 15TH day of DECEMBER 1994.

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 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 1ST HERITAGE BAK in said City, COUNTRY CLUB HILLS, ILLINOIS.

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, though they and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 172 IN J.E. MERRION'S COUNTRY CLUB HILLS FIRST ADDITION, A SUBDIVISION OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER (EXCEPT THE EAST 50 FEET OF THE SOUTH 165 FEET THEREOF) AND THE EAST HALF OF THE SOUTH WEST QUARTER (EXCEPT THE EAST 50 FEET THEREOF AND EXCEPT THE WEST 262 FEET OF THE SOUTH 450 FEET THEREOF) OF SECTION 34, TOWNSHIP 36, NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 1956 AS DOCUMENT 16709687, IN COOK COUNTY, ILLINOIS.

PROPERTY TAX I.D. #28-34-312-011
PROPERTY ADDRESS: 4460 W. 182nd Place
Country Club Hills, Illinois 60478

THIS IS A JUNIOR MORTGAGE

which, with the property hereinafter described, is referred to as "Mortgage". 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 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 s and seal s of Mortgagors the day and year first above written.

John G. Galloway (SEAL) n/a (SEAL)
John G. Galloway (SEAL) n/a (SEAL)

STATE OF ILLINOIS, undersigned
County of Cook } 98. I, John G. Galloway, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John G. Galloway, divorced and not remarried who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 5th day of December, A.D. 19 89

THIS INSTRUMENT WAS PREPARED BY: 1st Heritage Bank
NAME: Karen N. Ward
ADDRESS: 4101 W. 163rd Street
Country Club Hills, Il 60478

Official Seal: JACQUELYN FRIED, Notary Public, State of Illinois

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