



127447

1989 JAN 7 AM 10:10

89023038

CTTC9

THE ABOVE SPACE FOR RECORDER'S USE ONLY

71-96-282-4

THIS INDENTURE, made January 9, 1989, between Philip J. Atwood and Laura Atwood

herein referred to as "Mortgagors". and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, 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 ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$135,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF WILLIAM E. MCMAHON and MARY O. MCMAHON and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows: One Hundred and Thirty Five Thousand

or more upon sale and closing of residence located at 8 W. Sleight, Naperville, Illinois or January 9, 1990, whichever occurs first.

with a final payment of the balance due on the 9th day of January 1990, with interest from date of execution on the principal balance from time to time unpaid at the rate of 12.58 per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of 188 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 Christine A. Campbell, 33 N. LaSalle, Ste. 2200, Chicago, Illinois in said City.

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, situate, lying and being in the Riverside, Illinois COUNTY OF COOK AND STATE OF ILLINOIS

Lot seven (7) in Block Six (6) in the First Division of Riverside, according to the plat thereof recorded in Book 169 of plats, Pages 18 and 19 in Township Thirty-Nine (39) North, Range Twelve (12) East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 149 Scottswood Riverside, Illinois.

12.00

15-35-418-008
149 Scottswood Riverside, Ill.

SUBJECT AND SUBORDINATE TO MORTGAGE TO STANDARD FEDERAL SAVINGS OF CHICAGO FOR \$180,000.00 RECORDED AS DOCUMENT 80020241

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 as 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, motor 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 hereinafter 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 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 hand and seal of Mortgagors the day and year first above written. PHILIP ATWOOD [SEAL] LAURA S. ATWOOD [SEAL]

STATE OF ILLINOIS, I, Stephen D. Dotson, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of COOK Philip L. Atwood and Laura S. Atwood his wife

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 signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL - STEPHEN D. DOTSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/17/91

9th day of JANUARY 1989 Notary Public.

89023038

