

TRUST DEED

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1989 MAR 0 11 25

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made February 27 1987, between Patrick T. O'Brien, divorced, 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

\*\*\*Two hundred Seventy Thousand Dollars Only\*\*\*

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 Prime + 1.5 per cent per annum in installments as follows:

Four Thousand Five Hundred Eighty Nine and 36/100

Dollars on the 27 day of March 19 87 and

Four Thousand Five Hundred Eighty Nine and 36/100

Dollars on the 27 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 27 day of February 1992

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 Prime + 3.5 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:

Lot 20, in Block 3 in Norton and Warren's Subdivision of part of the Southeast 1/4 of the Northwest 1/4 and the South 30 feet of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.# 22 29 119 001

THIS IS A FIRST MORTGAGE

This property is not known to be in a flood hazard area.

Property: 936 Singer Lemont Illinois 60439

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, inodor 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 purpose, 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 thereof) 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.

Signature lines with (SEAL) labels and a stamp containing the number 1300.

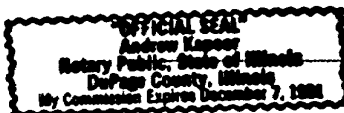
STATE OF ILLINOIS, County of DECATUR

SS. ANDREW R. KAPCO, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT PATRICK O'BRIEN

who is personally known to me to be the same person whose name is 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 1 day of MARCH, A.D. 1987

THIS INSTRUMENT WAS PREPARED BY: HERITAGE BANK OF LEMONT, NAME 1200 STATE STREET, LEMONT, ILLINOIS 60439, ADDRESS



Signature of Andrew R. Kapco, Notary Public.

70-93-7780

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ADJUSTABLE RATE ADDENDUM TO NOTE

THIS ADJUSTABLE RATE ADDENDUM TO NOTE is made this day of March 1, 1989, and is incorporated into and shall be deemed to amend and supplement the note made by the undersigned (the "Borrowers") to Heritage Bank of Lemont, a corporation of Illinois, (the "Lender") of the same date (the "Note").

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

ADJUSTABLE RATE PROVISIONS

The Note provides for an interest rate of 9.00%. This initial interest rate and Borrower's initial payments set forth in the Note may change as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

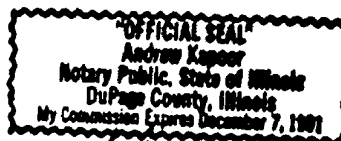
1. Change Dates

Borrower's interest rate may change on the day or days said prime commercial rate is changed. Each date on which the interest rate could change is called the "Change Date".

2. Index

Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the prevailing prime rate at the Heritage Bank of Lemont.

*[Handwritten Signature]*



*[Handwritten Signature]*  
3/1/89.

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CRIMINAL

