

TRUST DEED

UNOFFICIAL COPY

90468082

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THIS INDENTURE made AUGUST 9 1990 between MARCIA L. SONE, DIVORCED AND NOT SINCE 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 FIVE THOUSAND SEVEN HUNDRED SEVENTY SEVEN AND 89/100'S Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEAER 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 TWENTY EIGHT AND 82/100'S (\$128.82) Dollars on the 1ST day of SEPTEMBER 19 90 and

ONE HUNDRED TWENTY EIGHT AND 82/100'S (\$128.82) Dollars on the 15TH day of each MONTH thereafter until said note is fully paid except the final pay-

ment of principal and interest, if not sooner paid, shall be due on the 15TH day of AUGUST, 1995

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 BANK 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, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 18 IN BLOCK 4 IN FLOSSMOOR HILLS, BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX NO. 31-02-324-005 PROPERTY ADDRESS: 3622 CHERRY HILLS DRIVE, FLOSSMOOR, IL 60422

THIS IS A JUNIOR MORTGAGE

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, inlaid beds, awnings, stoves and water heaters. All of the foregoing are declared to be 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.

Marcia L. Sone (SEAL) 90468082 (SEAL)

MARCIA L. SONE (SEAL) DEPT-01 RECORDING (SEAL)

T4444 TRAM 2372 09/26/90 09:38:00 \$1931 + D * 90-468082 COOK COUNTY RECORDER

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 MARCIA L. SONE, DIVORCED AND NOT SINCE REMARRIED

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 SHE signed, sealed and delivered the said instrument as HER 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 9TH day of AUGUST, A.D. 19 90

THIS INSTRUMENT WAS PREPARED BY: JUNE YOUNKER MAIL TO: 1ST HERITAGE BANK 4101 W. 183RD STREET COUNTRY CLUB HILLS, IL 60478

Jacquelyn Frigo OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires 8/6/91

RE-TITLE SERVICES # R9-1013

90468082

