

UNOFFICIAL COPY

TRUST DEED

90628293

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Recorder's Office
Box No. 413

COOK COUNTY, ILLINOIS

1990 DEC 28 PM 1:10

90628293

THE ABOVE SPACE FOR RECORDERS USE ONLY

1445369-728165down@

THIS INDENTURE, made December 13 19 90, between Judith Verson, Divorced and not since remarried,

HERITAGE PULLMAN BANK 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 this Note, in the principal sum of Two Hundred Forty Thousand and NO/100-----(\$240,000.00)-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

HERITAGE PULLMAN BANK AND TRUST COMPANY

and delivered, in an 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 10.25% per cent per annum in instalments as follows:

Two Thousand Two Hundred Twenty Three and 32/100-----(\$2,223.32)----- Dollars on the 1st day of February 1991 and

Two Thousand Two Hundred Twenty Three and 32/100-----(\$2,223.32)----- Dollars on the 1st 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 1st day of January 1996

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 maximum allowed by law 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 HERITAGE PULLMAN BANK & TRUST COMPANY in said City,

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 STATE OF ILLINOIS, to wit:

SEE ATTACHED "EXHIBIT A"

Property Address: 10640 Hollow Tree
Orland Park, IL 60461

This document prepared by:
Heritage Pullman Bank (J.Pensy)
1000 E. 111th Street
Chicago, IL 60628

PIN: 27-08-211-044
27-08-213-016
27-08-213-017
27-08-402-048
27-08-407-016

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 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.

Judith Verson (SEAL)
Judith Verson (SEAL)

14 00 (SEAL)

STATE OF ILLINOIS,

County of Cook } ss. I, the undersigned
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Judith Verson, 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 13th day of December, A. D. 1990

OFFICIAL SEAL
H. JOYCE PENSY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/24/93

H. Joyce Pensy
Notary Public

90628293

Ord and Park, IL 60461

INSTRUCTIONS

OR

CHICAGO, ILLINOIS 60628

CITY

1000 EAST 111TH STREET

STREET

HERITAGE PULLMAN

NAME

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

10640 Hollow Tree

Assistant Vice President
Assistant Secretary

BEFORE THIS TRUST DEED IS FILED FOR RECORD,
SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN

HERITAGE PULLMAN BANK AND TRUST COMPANY

The instrument No mentioned in the within Trust Deed has been ident-
fied herewith under identification No 1-7150

90628293

17. This loan is payable in full at maturity January 1, 1996. You must repay the entire principal balance of the loan and unpaid interest then due. The bank is under no obligation to refinance the loan at that time, you will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender which may be the bank you have this loan with willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same bank.

16. In the event of the sale or transfer of the title to the premises described herein, the holder of the note secured hereby may at its option declare the entire principal balance of the note to be immediately due and payable.

15. This Trust Deed and all provisions hereof, shall extend to and bind upon Mortgagees and all persons claiming under or through Mortgagees, and the words "Mortgagee" when used herein shall include all such persons and all persons claiming under or through them, whether or not such persons are named herein. The Trustee shall have the right to amend or supplement this Trust Deed in any manner that the Trustee may deem necessary and proper.

14. Trustee may require by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which this instrument shall be recorded or filed, any Successor in Title hereunder to execute and deliver to Trustee a release and assignment of the premises described herein, together with the certificate of identification prepared to be executed by the persons herein designated as the lender and which portions of the description herein contained in this note and which portions of the description herein contained in this note shall be amended or corrected. The release and assignment shall be subject to the provisions herein designated as a condition of the release and assignment.

13. Trustee shall have the right to assign the note and the benefit of the note to any person or persons at any time without notice to the holder of the note. The assignment shall be subject to the provisions herein designated as a condition of the assignment.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this deed or to exercise any power herein given unless expressly obligated by the terms hereof. Trustee shall be liable for any act or omission hereunder, except in case of gross negligence or willful misconduct. Trustee shall not be liable for any act or omission hereunder, except in case of gross negligence or willful misconduct.

11. No action for the enforcement of the loan or of any provisions hereof shall be subject to any defense which would not be good and available to the party interposing the defense. This shall not be subject to any defense which would not be good and available to the party interposing the defense.

twelve and one quarter (12.25%)

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"EXHIBIT A"

PARCEL 1:

PARCELS 438 AND THE EAST $\frac{1}{2}$ OF PARCEL 439, IN CRYSTAL TREE FOURTH ADDITION, BEING A SUBDIVISION OF PARTS OF LOTS 103, 105 AND 213 IN CRYSTAL TREE, BEING A SUBDIVISION OF PART OF THE EAST $\frac{1}{2}$ OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 215, FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED APRIL 28, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED DATED _____ AND RECORDED 12-28-96 AS DOCUMENT NUMBER 90628292 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, OVER LOT 475 FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED APRIL 26, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED DATED _____ AND RECORDED 12-28-90 AS DOCUMENT NUMBER 90628292 IN COOK COUNTY, ILLINOIS.

PARCEL 4:

PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 477, FOR INGRESS AND EGRESS, AS SET FORTH IN DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED APRIL 28, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED DATED _____ AND RECORDED 12-28-90 AS DOCUMENT NUMBER 90628292 IN COOK COUNTY, ILLINOIS.

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01/05/2010