

TRUST DEED

Deliver To
Recorder's Office

30/03/1990

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THE ABOVE STAMP FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 15,

1990, between Charles W. Sullivan and his wife

Maureen R. Sullivan

, herein referred to as "Mortgagor", and

HERITAGE BANK OF WOODRIDGE.

an Illinois corporation doing business in Woodridge, 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 ****Forty One Thousand Five Hundred Eighty One and 35.100-----Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to

HERITAGE BANK OF WOODRIDGE

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 9.75 per cent per annum in installments as follows:

**Four Hundred Forty and 50/100-----
Dollars on the 1st day of March 1990 and**Four Hundred Forty and 50/100-----
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 February, 2005

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 12.75 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 Woodridge, 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 WOODRIDGE, in said City, Woodridge.

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 situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS.

Units 11-10 in Villa Venic condominium as delineated on plat of survey of the following described parcel of Real Estate: Lot 1 in Stanley A. Papierz Builders Incorporated subdivision of Block 8, lots 1 to 48, both inclusive in Block 1 and the Vacation of 52nd Street Between 8th Avenue and 9th Avenue, the west 1/2 of South 9th Avenue between 52nd St. and 51st street, in 1st addition to West Chicago being a subdivision of that part of West 1/2 of the south east 1/4 of Section 9, township 38 North, range 12 East of the Third Principal Meridian lying on Villa Road (so called) according to the Plat of said Stanley A. Papierz Builders Incorp. Subdivision recorded April 15, 1964, as document number 19099896 in Cook County, Illinois which plat of survey is attached as exhibit D to declaration of condominium made by Chicago Title and Trust Company Company a Corporation in Illinois as Trustee under Trust Agreement dated March 30, 1978 and known as trust no. 10-71721 and recorded in the office of the recorder of deeds of Cook County, Illinois as document number 24617238, together with its undivided percentage interest in the common elements all in Cook County, Illinois.

Pin # 18-09-407-003-1130

Address: 1003 S. 8th Ave., Unit #10, LaGrange, IL 60525

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 exclusively with said real estate and not separately), 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, indoor 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 or otherwise 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 (verso) 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.

Charles W. Sullivan

(SEAL)

(SEAL)

Maureen R. Sullivan

(SEAL)

(SEAL)

Angela A. Raimondi
Notary Public, State of IL
DuPage County, IL

STATE OF ILLINOIS.

County of DuPage

ss

I, _____, a Notary Public in and for and residing in said County, in the State of Illinois, do hereby certify that

Charles W. Sullivan and Maureen R. Sullivan

who _____ 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 _____ they _____ signed, sealed and delivered the said instrument as _____ their _____ 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 15th day of January, A.D. 1990.

THIS INSTRUMENT WAS PREPARED BY

HERITAGE BANK OF WOODRIDGE

NAME _____ 7501 LEE MONT ROAD

ADDRESS _____ WOODRIDGE, ILLINOIS 60517

Notary Public

UNOFFICIAL COPY

EE55
Box 5

INSTRUCTIONS

NAME
STREET
CITY
STATE
ZIP

OR

WOODRIDGE, IL 60517

HERITAGE BANK OF WOODRIDGE

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS ABOVE
DESCRIBED PROPERTY HERE

HERITAGE BANK OF WOODRIDGE

The instrument Note mentioned in the within Trust Deed has been sent.
and herewithunder identified.

IMPORTANT

FOR THE PROTECTION OF SOTH THE BORROWER AND
LENDEE, THIS NOTE SECURED BY THIS TRUST DEED
SHOULD BE LOENTIFIED BY THIS TRUSTEE NAMEDEHEREIN
BEFORE THIS TRUST DEED IS FILED FOR RECORD.

BY _____
Assistant Vice President
Assistant Secretary

THE INSTRUMENT OF DEED AND DEED RECORDER
AND HEREBY UNDERLYING THE TRUST DEED

90034451