

UNOFFICIAL COPY

TRUST DEED

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THIS INDENTURE, made February 2, 1990, between

ROBERT A. EVTUCH and ROBERTA M. EVTUCH, his wife,

herein referred to as "Mortgagors," and

OAK LAWN TRUST AND SAVINGS BANK, 4900 West 95th Street, Oak Lawn, Illinois 60454, an Illinois Corporation, doing business in Oak Lawn, 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 FORTY THOUSAND AND NO/100 (\$40,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to OAK LAWN TRUST AND SAVINGS BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of 9.75 per cent per annum in instalments as follows: Three Hundred Seventy-nine and 41/100 (\$379.41) Dollars on the 25th day of March, 1990 and Three Hundred Seventy-nine and 41/100 (\$379.41) Dollars on the 25th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 25th day of February, 2010. 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 9.75 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Oak Lawn, 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 OAK LAWN TRUST AND SAVINGS BANK in said Village.

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, siting and being in County of COOK and State of Illinois, to wit:

Lots 24 and 25 in Block 1 in First Addition to H. O. Stone and Company's 95th Street Columbus Manor Subdivision of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 24-08-110-016-0000 and 24-08-110-017-0000

Common Address: 9645 South Merton, Oak Lawn, Illinois 60453

DEPT-01 127777 TRAN 8917 12/20/90 14:15:00 29429 F \*90-080844 COOK COUNTY RECORDER \$13.00

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 in, on, or upon 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, in-door 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 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 hands and seal of Mortgagors the day and year first above written.

Robert A. Evtuch (SEAL) Roberta M. Evtuch (SEAL)

STATE OF ILLINOIS } ss. I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert A. Evtuch and Roberta M. Evtuch, his wife,

who are personally known to me to be the same persons whose names are 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.

OFFICIAL SEAL MARGARET A. BATHUEL NOTARY PUBLIC STATE OF ILLINOIS COMMISSION EXP. NOV. 1, 1991

GIVEN under my hand and Notarial Seal this 2nd day of February A. D. 1990.

Margaret Bathuel Notary Public

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