



TRUST DEED

UNOFFICIAL COPY

2 1 3 7 1 5 6 5

91071565

756655

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 1, 1990 between PATRICK L. GLENN and CHERYL D. GLENN

1990 between PATRICK L. GLENN and

herein referred to as "Mortgagors," and CHICAGO TITLE 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 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 One Hundred Forty Nine

Thousand Four Hundred Eighty Four and 36/100 (\$149,484.56) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 1, 1990 on the balance of principal remaining from time to time unpaid at the rate of 12.25% per cent per annum in instalments (including principal and interest) as follows:

One Thousand Five Hundred Sixty Six and 44/100 (\$1,566.44) Dollars or more on the 1st day of November 1990 and One Thousand Five Hundred Sixty Six and 44/100 Dollars or more on the 1st 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 1st day of October, 1993. 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 20% per annum, and all of said principal and interest being made payable at such banking house or trust company in Palos Park 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 Kenneth Pierce in said City, 8515 W. 128th Street, Palos Park, Illinois 60464

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, lying and being in the Village of Flossmoor COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 5 in Flossmoor's Butterfield Point Unit #11, a Resubdivision of outlot A in Flossmoor's Butterfield Pointe 1 a Subdivision of part of the South 1/2 of the North East 1/4 of Section 7, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 32-07-202-001-0000 Affects this and other property

91071565

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging to, 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 thereon 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, major 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 hand and seal of Mortgagors the day and year first above written

Patrick L. Glenn Cheryl D. Glenn

STATE OF ILLINOIS

I, Dee Vafiadis

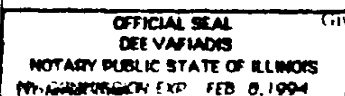
County of Cook

SS

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Patrick L. Glenn and Cheryl D. Glenn

who are personally known to me to be the same person s whose name s 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.

Given under my hand and Notarial Seal this 11th day of October 1990



UNOFFICIAL COPY 756155

9107156
So long as all required payments are current, this Note may be extended by the agreement of the parties for an additional three years at an interest rate of 12.25% or 3% over the prime rate whichever is higher. Should this Note be extended full and complete payment of principal and interest must be made on or before October 1, 1996. Under any extension, principal and interest payments are to be continued to be paid monthly.

If the title to the premises is conveyed by the mortgagor or if the beneficial interest in the Trust is assigned during the lifetime of this Trust Deed and the Note it secures, the entire unpaid balance due thereon shall, at the election of the holder of the Note secured by this Trust Deed, become immediately due and payable.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree or foreclosure of this mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

Mortgagor shall have the privilege at his sole election to prepay this indebtedness in whole or in part without penalty.

Property of Cook County Clerk's Office

91071565