

UNOFFICIAL COPY



TRUST DEED

THIS INSTRUMENT PREPARED BY: ALAN DUCATO 2953 N 73RD COURT ELMWOOD PARK, IL 60635

92946610

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made DECEMBER 11 19 92, between DORSEY JUANITA HIGGINS AND OSCAR HIGGINS, HUSBAND AND WIFE, MARRIED TO EACH OTHER

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 jointly indebted to the legal holders of the Note hereinafter described, said legal holder or holders being herein referred to as "Holders of the Note," TWENTY EIGHT THOUSAND NINE HUNDRED DOLLARS AND THREE CENTS

in the Total of Payments of \$, or in the Principal Amount of Loan of \$ 28,900.03 , together with interest on unpaid balances of the Principal Amount of Loan at the Agreed Rate of Finance Charge Per Year set forth in the Note,

evidenced by one certain Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, the last payment to fall due on DECEMBER 16, 2000. It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to the Holders of the Note, within the limits prescribed herein.

NOW, THEREFORE the Mortgagors to secure the payment of the said indebtedness in accordance with the terms, provisions and limitations of this trust deed, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by the Holders of the Note, provided however, that the principal amount of the outstanding indebtedness owing to the Holders of the Note by Mortgagors at any one time shall not exceed the sum of \$200,000.00, and also to secure 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 Land 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 28 IN BLOCK 1 IN BAKERS SUBDIVISION OF THE EAST 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

459 W. 45th St.

FIN:20-04-323-001

DEPT-01 RECORDING \$23.50 T#2222 TRAN 4998 12/15/92 15:58:00 #7025 * -92-946610 COOK COUNTY RECORDER

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, 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.

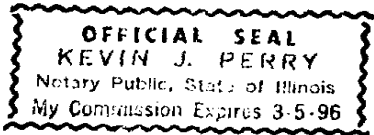
WITNESS the hand and seal of Mortgagors the day and year first above written. DORSEY JUANITA HIGGINS (SEAL) OSCAR HIGGINS (SEAL)

STATE OF ILLINOIS } I, KEVIN J. PERRY a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DORSEY JUANITA HIGGINS AND OSCAR HIGGINS

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 11 day of DECEMBER 19 92. Notary Public

Notarial Seal



Handwritten number 2380

