

UNOFFICIAL COPY

TRUST DEED

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CTTC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 15, 1993 19 between Heritage Pullman Bank,
U/T/A No. 71-82075 dated 2/26/87

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 \$6,609.36

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$8,548.20 including interest in instalments as follows: 1 payment at \$358.20 and 35 payments at \$234.00

Three Hundred Fifty Eight and 20/100***** Dollars or more on the 1st day of December 1993, and Two Hundred Thirty Four and 00/100**** Dollars or more on the same 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 November 1996.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 Cook COUNTY OF Hazel Crest AND STATE OF ILLINOIS, to wit:

Lot 644 in Hazel Crest Highlands 11th Addition, being a Subdivision of part of the Northeast 1/4 of Section 26, Part of the Southeast 1/4 of Section 26, Part of the Northwest 1/4 of Section 26, and Part of the Southwest 1/4 of Section 26, all in Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

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17011 Central Park Avenue
Hazel Crest, Illinois 60429

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COOK COUNTY RECORDER

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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 in a party 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 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.

[SEAL] Heritage Pullman Bank As Trustee (KMX)
U/T/A #71-82075, And Not Individually
Noreen Bentley
Trust Officer [SEAL]

STATE OF ILLINOIS, I, the undersigned
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid; DO HEREBY CERTIFY THAT Noreen Bentley, Trust Officer

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.

Given under my hand and Notarial Seal this 15th day of October 1993
[SEAL] BARBARA A. ARVIA
Notary Public, State of Illinois
My Commission Expires 8-27-95
Notary Public

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE TRUSTEE IS ATTACHED BY RIDER, AND IS EXPRESSLY MADE PART OF ORIGINAL DOCUMENTS HEREOF

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MORTGAGE EXONERATION RIDER

This **MORTGAGE** with its companion Note, is executed by **HERITAGE PULLMAN BANK AND TRUST COMPANY**, not personally but as Trustee under its Trust No. 71-82075 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said **HERITAGE PULLMAN BANK AND TRUST COMPANY**, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said **HERITAGE PULLMAN BANK AND TRUST COMPANY** personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied, herein contained, or on account of any ~~warranty or indemnification~~ made hereunder, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said **HERITAGE PULLMAN BANK AND TRUST COMPANY** personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

All the terms, provisions, stipulations, covenants and conditions to be performed by the undersigned, as to **HAZARDOUS SUBSTANCES**, are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against the undersigned by reason of anything contained in said instrument.

ALL REPRESENTATIONS AND WARRANTIES ARE THOSE OF THE TRUST BENEFICIARIES ONLY AND THE TRUSTEE ASSUMES NO RESPONSIBILITY FOR THE TRUTH OR ACCURACY THEREOF.

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