



TRUST DEED
78-000

UNOFFICIAL COPY

94981157

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 11 1994, between

MICHAEL J. MALONE AND PATRICIA M. MALONE, HUSBAND AND WIFE,
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 Note hereinafter described, said legal holder
or holders being herein referred to as "Holders of the Note,"

in the Total of Payments of \$ _____, or
 in the Principal Amount of Loan of \$ 12265.16, 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 November 17, 2004. 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 Real 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:

LOTS 34 AND 35 IN BLOCK 29 IN GROSSDALE, BEING A SUBDIVISION OF THE SOUTHEAST
1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#: 15-34-433-046

Commonly Known As: 3840 Grove Ave.
Brookfield, IL 60513

DEPT-D1 RECORDING \$23.50
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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, encumbrances, 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 covering, 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.

Michael J. Malone (SEAL) Patricia M. Malone (SEAL)
MICHAEL J. MALONE (SEAL) PATRICIA M. MALONE (SEAL)

STATE OF ILLINOIS

County of Will

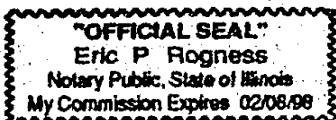
I, ERIC P. ROGNESS
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT MICHAEL J. MALONE AND PATRICIA M. MALONE

who are personally known to me to be the same person s whose name 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 November 19 94

Eric P. Rogness Notary Public

Notarial Seal



2350

UNOFFICIAL COPY

BLACKFIELD, IL 60513

111 W. WASHINGTON ST. CHICAGO, IL 60602 PLACE IN RECORDERS OFFICE BOX NUMBER

3840 GROVE AVE. DESCRIBED PROPERTY HERE FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE

CHICAGO TITLE AND TRUST NOTE IDENTIFICATION DEPARTMENT MAIL TO

CHICAGO TITLE AND TRUST COMPANY, Inc. Identification No. 782650 Assistant Secretary/Assistant Vice President

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

1. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, or holder charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 4. In case of default hereunder, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder... 5. The Trustee or the holder of the note hereby secured making any payment or performing any act hereunder, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill...

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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