

UNOFFICIAL COPY

94035577

TRUST DEED (ILLINOIS)
For Use With Note Form 1448
(Monthly Payments Including Interest)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

DEPT-01 RECORDING \$23.50
T#0011 TRAN 9259 01/12/94 09:42:00
#5159 # * -94 -035577
COOK COUNTY RECORDER

94035577

THIS INDENTURE made December 9 1993

between Charles K. Duce Jr & Diana Battle Duce

9426 So. 54th Ave OAKLAWN, IL
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and
LEVOU FINANCIAL SERVICES INC.
5765 N. CINCINN AVE # 14 CHICAGO, IL 60654
(NO AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearst and delivered, in and by which note Mortgagors promise to pay the principal sum of Four Thousand Dollars, and interest from 1/5/94 on the balance of principal remaining from time to time unpaid at the rate of 12.50 per cent per annum, such principal sum and interest to be payable in installments as follows: Dollars on the 13th day of February, 1994, and 133.81 Dollars on the 13th day of January, 1997, all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 12.50 per cent per annum, and all such payments being made payable at LEVOU FINANCIAL SERVICES or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice); and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of OAKLAWN, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

lots 14 and 15 and the N 5 part of lot 16 in Block 24 in the Cranberry Oak Lawn Subdivision, being a Subdivision of the NW 1/4 of the SW 1/4 and part of the E 1/2 of the SW 1/4 and part of the E 1/2 of the SW 1/4 of Section 8, Township 37 North, Range 13, East of the Third Principal meridian, in Cook County, IL, which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): 24-04-329-028
Address(es) of Real Estate: 9426 So 54th Ave OAKLAWN, IL 60453

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily, and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

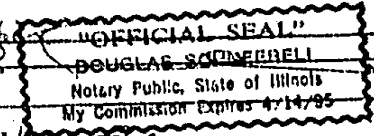
The name of a record owner is: Charles K. Duce Jr & Diana Battle Duce
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.
Charles K. Duce Jr (Seal) Diana Battle Duce (Seal)
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

I, the undersigned, a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that Charles K. Duce Jr & Diana Battle Duce personally known to me to be the same person S whose name S 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

Given under my hand and official seal, this 9th day of December, 1993
Commission expires 4/11/95
This instrument was prepared by D. Schweinberg (NAME AND ADDRESS)
Mail this instrument to Roselle, Illinois (CITY) 60172 (STATE) (ZIP CODE)



OR RECORDER'S OFFICE BOX NO. 23
Prepared by: V Mail for Wolf Financial Resources
2115 Puffer Field Rd Oak Brook, IL 60521

RF-547
NET TELE SERVICES #

94035577

