GEORGE E. COLEO LEGAL FORMS BALLOON PAYMENT 8114/0081 16 001 Page 1 of TRUST DEED (ILLINOIS) 1998-06-16 12:58:03 For Use With Note Form No. 1448 Cook County Recorder 25.50 (Monthly Payments Including Interest) CAUTION: Consult a lewyer before using or acting under this form. Neither the publisher nor the seller of this form makes any werranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose. Jine 5 THIS AGREEMENT, made _ between Western Sorings National Bank and Trust as Trustee 11/4/a dated 12/6/96 and known as Trust No. 3564 (Ciry) (No. and 5.00) (State) berein referred to as "Morgagors," and Limiteo Rodricuez and Josephine Rodriguez, 5521 S. Neva, Chicago, IL (1678 (No. and Street) (C|D)(State) berein referred to as "Trustee," with ther Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even dete berewith, around by Morgagous, made payable to Bearer and delivered, in and by which proc Mortgagoes promise to pay the principal sum of _336.000.00 Dollars, and interest from June 5, 1998 on the balance of principal remaining from time to time unpaid at the the lare of Z.O. Above Space for Recorder's Use Only per cent per amum, such principal sum and interest to be payable in installments as follows: __\$254.44 FA 44 Dollers on Dollars on the 5th day of ____ <u>July 1998</u> and . the _5th_ day of each and every month thereafter until said note is full paid, except that the final payment of principal and , , all such payments on account of the inverest, if not sooner paid, shall be due on the 5th day of 310 indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal belance and the remainder to principal, the portion of each of said installments constituting principal on the extent not paid when due, to best interest after the date for payment thereof, at the rate of 7.0 _ per cent per annum, and all such psyments being made psyable 5521 S. Neva. Onicago, IL 60638 gent 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 with * notice, the principal sum remaining unpuid thereon, together with accrued intern t the mon, shall become at once due and psyable, at the place of payment aforesaid, in case default shall occur in the payment, when he are installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for 10 pers in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time afra, the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of decement, protest and notice of protest. *ten days written notice ** after written notice 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 Mortgagots to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagots 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, structs, lying and being in the VIIIage of Lyons IN STATE OF ILLINOIS, to wit: ____, COUNTY OF _

See Attached Legal Description

"SECOND MORTGAGE"

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Permanent Real Estate Inc	OCCA II ATHL Channel I 01 done		
Address(es) of Real Estate			
profits thereof for so long primarily and on a parity therein or thereon used to controlled), and ventiles windows, floor coverings mortgaged premises whet other apparatus, equipmen mortgaged premises. TO HAVE AND and upon the uses and tru of the State of Illinois, who The name of a record of the state of the state of a record of the state of the state of a record of the state of a record of the state of a record of the state of the state of a record of the state of	h all improvements, tenements, assements and age and during all such times as Mortgagors may be evith said real entree and not secondarily), and all to supply hear, gas, water, light, power, refrigeration, including (without reserviting the foregoing inador beds, scoves and water heaven. All of their physically attached thereto or not, and it is a not or articles hereafter pisced in the premises by Mortgagors and the premises by Mortgagors and benefit said rights and herefit ich said rights and herefit ich said rights and herefit ich said rights and herefits. Mortgagors do hereby exprise: Mestern Springs National Bank and Tour	scitled thereto (which rents, issues and profintures, apparatus, equipment or articles not and ale conditioning (whether single unit), acresse, window shades, awnings, stoke foregoing are declared and agreed to be greed that all buildings and additions and octgagoes or their successors or essigns shall as or his successors and assigns, forever, for a under and by virtue of the Homestead Estpressly release and waive.	its are pledged ow or hereafter its or contrally an doors and a part of the all similar or be part of the the purposes,
TOBOCOCCOCCOCCO	Salara veli de seu gresse de l'Arriva proposition de la constant d	transferent wassersen von einer Frest von	
A CONTRACTOR OF THE PROPERTY O		()500/000/00/00/00/00/00/00/	********
Witness the hands	and see a cf Mortgagors the day and year first above	written.	
_	(SEAL)	WESTERN SPRINGS NAT'L BANK A/T/U/T/A dated 12/6/96 A/1	_s_trust_co
PLEASE		By:	VA II. #33 (SEAL)
PRINT OR			
TYPE NAME(S)		Note trustee's exculpatory exhibi	
MITOM -	(SEAL)		(SEAL)
SIGNATURE(S)		made a part hereof	-
State of Illinois, County of	I, the undersigned, a Notaty Public in and CERTIFY that	for said County, in the State aforesaid,	do hereby
State of Illinois, County of IMPRESS	I, the undersigned, a Notaty Public in and CERTIFY that personally known to me to be the same personal to the s	o whose name	subscribed
IMPRESS SEAL	I, the undersigned, a Notary Public in and CERTIFY that	o whose name	subscribed
impress	I, the undersigned, a Notaty Public in and CERTIFY that personally known to me to be the same personal to the s	o whose name	subscribed
IMPRESS SEAL HERE	I, the undersigned, a Notary Public in and CERTIFY that personally known to me so be the same person to the foregoing instrument, appeared by h signed, scaled and delivered the safere and volumenty act, for the uses and purp	o whose name	subscribed
IMPRESS SEAL HERE FIERE Given under my hard and o	I, the undersigned, a Notary Public in and CERTIFY that personally known to me to be the same person to the foregoing instrument, appeared by h signed, scaled and delivered the safety and volumenty act, for the uses and pury the right of homestead.	o whose name	subscribed
IMPRESS SEAL HERE Given under my hard and of Commission expires	I, the undersigned, a Notary Public in and CERTIFY that personally known to me to be the same person to the foregoing instrument, appeared byh signed, scaled and delivered the as free and volumenty act, for the uses and pury the right of homestead. official scal, this	n whose name	subscribed
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UNOFFICIAL COPY

TRUSTEE'S EXCULPATORY EXHIBIT

This TRUST DEED is executed by the WESTERN SPRINGS NATIONAL BANK AND TRUST, f/k/a The First National Bank of Western Springs, not personally, but as Trustee under Trust Agreement dated December 6, 1996, and known as Trust No. 3564, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the WESTERN SPRINGS NATIONAL BANK AND TRUST, personally to pay the said obligation or any interest that may accrue therein, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the WESTERN SPRINGS NATIONAL BANK AND TRUST, not personally, but, as Truster as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Trust Officer, this 5th day of June, A.D., 1998. OxCoop

IGS NATIONAL BANK AND TRUST

ANCE E. HALVORSON/Asst. Trust Officer

STATE OF ILLINOIS

) SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State of oresaid, DO HEREBY CERTIFY that the above named Trust Officer of the WESTERN SPRINGS NATIONAL BANK AND TRUST, personally known to me to be the same persons whose names are supscribed to the foregoing instrument as such Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Noterial Seal this 5th day of June, 1998.

'OFFICIAL SEAL" Mary J. Bowers Notary Public, State of Illinois