

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY
SECOND MORTGAGE No. 203
BALLOON PAYMENT November 1994

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1998-06-16 12:58:03
Cook County Recorder 25.50

TRUST DEED (ILLINOIS)
For Use With Note Form No. 1448
(Monthly Payments Including Interest)

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THIS AGREEMENT, made June 5 1998,
between Western Springs National Bank and Trust as Trustee u/t/a
dated 12/6/96 and known as Trust No. 3564

(No. and S. no) (City) (State)
herein referred to as "Mortgagors," and Timoteo Rodriguez and
Josephine Rodriguez,
5621 S. Nava, Chicago, IL 60638

(No. and Street) (City) (State)
herein referred to as "Trustee," witness: 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 Bearer and delivered, in and by which ~~note~~ Mortgagors promise to
pay the principal sum of \$36,000.00
Dollars, and interest from June 5, 1998 on the balance of
principal remaining from time to time unpaid at the rate of 7.0
per cent per annum, such principal sum and interest to be payable in
installments as follows: \$254.44

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Dollars on the 5th day of July, 1998, and \$254.44 Dollars on
the 5th day of each and every 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 5th day of JUNE, 1998; 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 or the extent not paid when due, to bear
interest after the date for payment thereof, at the rate of 7.0 per cent per annum, and all such payments being made payable
at 5621 S. Nava, Chicago, IL 60638 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 with * 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 10% of any installment of
principal or interest in accordance with the terms thereof or in case default shall occur and continue for 10 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 ~~default~~ non, 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 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
Village of Lyons, COUNTY OF COOK IN STATE OF ILLINOIS, to wit:

See Attached Legal Description

SECOND MORTGAGE

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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 Trustee 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.

WESTERN SPRINGS NATIONAL BANK AND TRUST

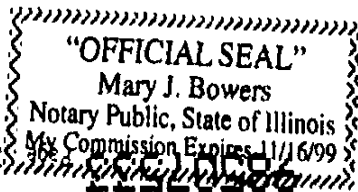
By: 
DANIEL N. WLODEK/Trust Officer


Attest: 
VANCE 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 aforesaid, 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 subscribed 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 Notarial Seal this 5th day of June, 1998.




Notary Public