

TRUST DEED

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3696261

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 21, 19 88, between BRIAN KELLY AND KATHLEEN M. KELLY, his wife, herein referred to as "Mortgagor", and

HERITAGE STANDARD BANK AND TRUST COMPANY,

an Illinois banking corporation of 2400 W. 95th St., Evergreen Park, IL 60842, herein referred to as Trustee, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of EIGHTY SIX THOUSAND AND NO/100 (\$86,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 9.75% per cent per annum in instalments as follows: NINE HUNDRED ELEVEN AND 05/100 (\$911.05) Dollars on the First day of May 19 88 and NINE HUNDRED ELEVEN AND 05/100-----

Dollars on the First day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the First day of April, 2003. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of 9.75% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Evergreen Park, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of HERITAGE STANDARD BANK AND TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagors to secure payment of the said principal sum of money and said interest 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 COUNTY OF Cook AND STATE OF ILLINOIS,

to wit:

Lot 1 in Cider Hill, a Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 2, Township 37 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 28, 1964, as Document Number 2188404, in Cook County, Illinois.

P.I.N. 23-02-210-001
8149 Jonathan Drive
Hickory Hills, IL

BEO un

THIS INSTRUMENT PREPARED BY
Helen T. Duignan
STANDARD BANK AND TRUST CO.
100 West 1st Street
Chicago, Illinois

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, ornaments, 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 par 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, 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 conditions and provisions appearing on this page and on page two (the reverse side, hereof) 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) x Brian Kelly (SEAL)
(SEAL) x Kathleen M. Kelly (SEAL)

STATE OF ILLINOIS,
County of Cook

SS. I, Laura Griffin, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Brian Kelly and Kathleen M. Kelly, his wife who are personally known to me to be the same person as those whose name is 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 Notarial Seal this 25th day of March, A.D. 1988

"OFFICIAL SEAL"
Laura Griffin
Notary Public, State of Illinois
My Commission Expires 12/1/90

Laura Griffin
Notary Public

note identified

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