

UNOFFICIAL COPY

TRUST DEED

NOTE IDENTIFIED

A 919617101

CITY OF

THIS ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 15, 1989, between Raymond J. Holley and Joan M. Holley, his 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holder, of the Note in the principal sum of

Sixteen Thousand Five Hundred and No/100 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 15, 1989 on the balance of principal remaining from time to time unpaid at the rate of 14.9 percent per annum in installments (including principal and interest) as follows:

Three Hundred Ninety Two and 29/100 Dollars or more on the 20th day of March 1989, and Three Hundred Ninety Two and 29/100 Dollars or more on the 20th day of each 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 20th day of February, 1994. 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 14.9 percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holder of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of in said City.

NOW, THEREFORE, the Mortgagors to secure the 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 \$16,500.00 Dollars in lawful money, 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, to have and to hold in the City of Arlington Hts. COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Lot Seventy Five (excepting therefrom that part thereof lying southerly of a line drawn from a point in the westerly line of Lot 75 which is 50 feet southerly of the northwesterly corner of Lot 75 to the southeasterly corner of Lot 75)--That part of Lot Forty Two lying westerly of a line drawn from the southwesterly corner of Lot 42 to a point in the northerly line of Lot 42 which is 187.05 feet westerly of the northeasterly corner of Lot 42--In Stonegate, being a Subdivision of H. Roy Berry Co's East Morland, being a Subdivision of that part of the West half (1/2) of the Northeast quarter (1/4) of Section 33, and that part of the East half (1/2) of the Northeast quarter (1/4) of Section 32, lying Northeastly of the Chicago and Northwestern Railroad Company, all in Township 42 North, Range 11, East of the Third Principal Meridian, T42N R03E S33-32-11-04

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 pursuant to and on a parity with said real estate, and not secondarily) and all apparatus, equipment, 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, inador beds, awnings, trunks 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.

WITNESSES the hand and seal of the Mortgagors the day and year first above written.
Raymond J. Holley [SEAL]
Joan M. Holley [SEAL]

STATE OF ILLINOIS, ss. ROBERT J. FROM, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Raymond J. Holley and Joan M. Holley, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 15th day of February 1989.
ROBERT J. FROM, Notary Public

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