

3785861

TRUST DEED (ILLINOIS)  
For Use With Note Form 144B  
(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.

THIS INDENTURE, made March 30, 19 89  
between NATHANIEL OLIPHANT AND QUIDA J. OLIPHANT,  
married to each other

7736 W. Davis Morton Grove, IL 60053  
(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors," and MAYWOOD-PROVISO STATE BANK  
111 W. MADISON STREET MAYWOOD, ILL. 60153  
(NO. AND STREET) (CITY) (STATE)

The Above Space For Recorder's Use Only

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 Maywood-Proviso State Bank and delivered, in and by which note Mortgagors promise to pay the principal sum of Thirty one thousand six hundred and SIXTY nine Dollars, and interest thereon 3/30/89 on the balance of principal remaining from time to time unpaid at the rate of 12.25 per cent per annum, such principal sum and interest to be payable in installments as follows: Five hundred nineteen and 07/100 Dollars on the 1st day of MAY, 19 89 and Five hundred nineteen and 07/100 Dollars on the 1st 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 1st day of APRIL, 1997; all such payments on account of the indebtedness evidenced by said note to be applied first to the payment of 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 14.25 per cent per annum, and all such payments being made on or before the date 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; in the place of payment aforesaid, in case of 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 non-payment.

WHEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the aforesaid promissory note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and in full consideration of the sum of One Dollar in hand paid to the Trustee, 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 MORTON GROVE, COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

Lot 183 in Robbin's Meadow Lane Unit No. 5, being a subdivision of the North 1/2 of the Southwest 1/4 and the West 40 feet of the North 1/2 of the Southeast 1/4 of Section 13, Township 41 North, Range 12, East of the Third Principal Meridian, according to plat registered in the office of the Registrar of Titles of Cook County, Illinois on November 8, 1956, as document number 1706466.

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

Permanent Real Estate Index Number(s): 69-13-367-021  
Address(es) of Real Estate: 7736 W. Davis Morton Grove, IL 60053

TOGETHER with all improvements, tenements, encumbrances, 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 thereon or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restriction) the foregoing, screens, window shades, awnings, storm doors and windows, floor coverings, ladder 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 use and benefit of the legal holder of the aforesaid promissory note and of this Trust Deed, and the performance of the covenants and agreements herein contained, which said rights and benefits Mortgagors do hereby expressly release and waive.

The name of a record owner is: Nathaniel Oliphant and Quida J. Oliphant, married to each other

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.  
NATHANIEL OLIPHANT (Seal) QUIDA J. OLIPHANT (Seal)

State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public in and for said County, do hereby certify that Nathaniel Oliphant and Quida J. Oliphant, married to each other

Personally known to me to be the same person as whose name is subscribed to the foregoing instrument, Loa R. Salyors, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the same.

Witness my hand and official seal, this 30th day of MARCH 19 89  
Commission expires April 10, 19 91 Notary Public

This instrument was prepared by Loa R. Salyors 111 W. MADISON STREET MAYWOOD, IL 60153  
MAYWOOD-PROVISO STATE BANK 111 W. MADISON STREET  
MAYWOOD, ILLINOIS 60153

MAIL TO: (CITY) (STATE) (ZIP CODE)  
RECORDERS OFFICE BOX NO.

REL TITLE SERVICES

3785861

