

# UNOFFICIAL COPY

SEP 16 63 35 39 PM '74

TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

22 848 431

*Richard A. Olson*  
RECORDER OF DEEDS

SEP 16 '74 12 46 PM

\*22848401

THIS ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made September 12, 1974, between Ronald Smeltzer and Carrie Smeltzer, his wife

herein referred to as "Mortgagors," and the NORTHBROOK TRUST & SAVINGS BANK, an Illinois corporation, doing business in Northbrook, Illinois, 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 the Note, in the principal sum of Forty-Three Thousand and no/100 (\$43,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHBROOK TRUST & SAVINGS BANK and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from time to time on the balance of principal remaining from time to time unpaid at the rate of 9 1/2% per cent per annum in installments as follows: Three Hundred Ninety-Three and 83/100 Dollars on the 1st day of November 1974 and Three Hundred Ninety-Three and 83/100 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 October 1974.

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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 NORTHBROOK TRUST & SAVINGS BANK in Northbrook, Illinois.

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 conditions herein contained, by the Mortgagors to be performed, and also in consideration of the sum of five Dollars in hand paid, the receipt whereof is hereby acknowledged, do hereby 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, being and being in the Village of Northfield, County of Cook, AND BEING OF HEREBY, to-wit:

Lot 32 in Block 4 in George F. Nixon and Company's 1st Addition to Northfield being a Subdivision of the North half of the South East Quarter of Section 24, Township 42 North, Range 22 East of the Third Principal Meridian according to the plat thereof recorded June 10, 1927 as document 9609906 in Cook County, Illinois

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which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances (hereto belonging, and all rents, issues and profits thereof, so long and during all such times as Mortgagors may be entitled therein) are pledged primarily and on a parity 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, interior beds, 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 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.

Witness the hand and seal of Mortgagors the day and year first above written.  
[SEAL] *Ronald Smeltzer* [SEAL] Ronald Smeltzer  
[SEAL] *Carrie Smeltzer* [SEAL] Carrie Smeltzer

STATE OF ILLINOIS I, Don W. Kottmeyer, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Ronald Smeltzer and Carrie Smeltzer, his wife

who have personally known me to be the same person whose name is subscribed to the foregoing Instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the same 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 12th day of September, A. D. 1974.  
*Don W. Kottmeyer*  
Notary Public.



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