

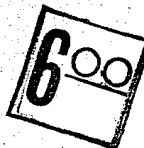
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OCT 18 61-70-793 E (2) E# 432905- Unit E KK

This Indenture Witnesseth THAT THE GRANTOR S, GEORGE A. YATES and LORMA E. YATES, his wife, of the City

Evanston in the County of DeKalb and State of Illinois, for and in consideration of the sum of Twenty thousand and no/100 (\$20,000.00) Dollars, in hand paid, CONVEY AND WARRANT to First National Bank in DeKalb of the City of DeKalb County of DeKalb and State of Illinois the following described Real Estate, to-wit:

See attached rider.



Book situated in the County of DeKalb in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment, or a breach of any of the covenants or agreements herein contained, in trust, nevertheless, for the following purposes: to secure the payment of the note herein referenced WHEREAS, the said George A. Yates Grantor herein Justly indebted upon Promissory Note, bearing even date herewith, payable to the order of bearer at First National Bank in DeKalb, Illinois, in the principal amount of Twenty Thousand Dollars (\$20,000.00) and bearing interest from the date thereof until maturity at the rate therein set forth. Said principal and interest is payable as follows:

One hundred fifty-eight and 08/100 dollars (\$158.08) on the 10th day of November, 1972, and on the 10th day of each and every month thereafter until paid in full.

Now, if default be made in the payment of the said promissory note or any part thereof or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or nonpayment of taxes or assessments on said premises or of a breach of any of the covenants or agreements herein contained, then in such case the whole said principal sum and interest, secured by the said promissory note, shall thereupon, at the option of the legal holder or holders thereof, become immediately due and payable; and, on the application of the legal holder of said promissory note, or either of them, it shall be lawful for the said grantee, or his successors in trust, to enter into and upon and take possession of the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof; and in his own name or otherwise, to file a bill or bills in any court having jurisdiction thereof against the said party of the first part, their heirs, executors, administrators and assigns, to obtain a decree for the sale and conveyance of the whole or any part of said premises for the purposes herein specified, by said party of the second part, as such trustee or as special commissioner or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of such suit, all costs of advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part or person who may be appointed to execute this trust and reasonable attorney's and solicitor's fees, and also all other expenses of this trust, including all moneys advanced for insurance, taxes and other liens or assessments, with interest thereon at seven per cent per annum, then to pay the principal of said note, whether due and payable by the terms thereof, or the option of the legal holder thereof, and interest due on said note up to the time of such sale, rendering the overplus, if any, unto the said party of the first part, legal representatives or assigns, on reasonable request, and to pay any rent that may be collected after such sale and before the time of redemption expires, to the purchaser or purchasers of said premises at such sale or sales, and it shall not be the duty of the purchaser to see to the application of the purchase money.

AND THE PART OF THE FIRST PART DOES covenant and agree to keep all buildings and improvements on the premises hereby conveyed, insured against fire until said note with interest is fully paid, for a sum of not less than Twenty thousand Dollars and no/100 (\$20,000.00) Dollars, in such insurance companies as the legal holder of said note shall approve, and the policies and all premiums and all renewal certificates therefor shall be assigned and delivered to the said legal holder as additional security therefor.

When the said note and all expenses accruing under this trust deed, shall be fully paid, the said grantee or his successor or legal representatives shall re-convey all of said premises remaining unsold to the said grantor or heirs or assigns, upon receiving his reasonable charges therefor. In case of death, resignation or removal from said DeKalb County, or other inability to act of said grantee then

of said DeKalb County is hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said grantee; and if for any like cause said first successor fail or refuse to act, or a first successor in trust is not named in this instrument, the person who shall then be the acting Recorder of Deeds of said DeKalb County is hereby appointed to be second successor in this trust with like power and authority. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantee or the holder or holders of said note, in any suit in which either of them may be plaintiff or defendant by reason of being a party to this trust deed, or a holder of said note, and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises and taken out of the proceeds of any sale thereof.

WITNESS the hand and seal of the said grantor, this 29th day of September A. D. 19 72

George A. Yates (SEAL)
Lorma E. Yates (SEAL)
Lorma E. Yates

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UNOFFICIAL COPY

STATE OF ILLINOIS, } ss. I, CAMILLE KACZMAREK a Notary
 COUNTY OF COOK }
 Public in and for said County, in the State aforesaid, do hereby certify that George A. Yates
and Lorma E. Yates, his wife,



personally known to me to be the same person, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 29th day of September A. D. 19 72
Camille Kaczmarek Notary Public.

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
 FILED FOR RECORD

Charles R. Olson
 RECORDER OF DEEDS

OCT 18 '72 @ 53 AM

22088312

No. _____
 consideration, \$ _____
 date _____
 desc. _____

DEED OF TRUST

Name: First National Bk in De Kalb
 Address: De Kalb, Illinois
 City: _____
 FORM 104
 533

TO _____
 STATE OF ILLINOIS,
 DE KALB COUNTY,
 This instrument was
 the Recorder's Office
 on the _____ day
 A. D. 19 _____, at
 recorded in Book _____
 on page _____
 Return to _____

UNOFFICIAL COPY

RIDER TO THAT CERTAIN DEED OF TRUST
DATED SEPTEMBER 29, 1972, BETWEEN
GEORGE A. YATES AND LORNA E. YATES,
HIS WIFE, AND FIRST NATIONAL BANK
IN DEKALB

Unit No. 204 is delineated on the survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

That part of Lots 11 and 12 in Whitman's Subdivision in the South West Quarter of Section 21, Township 42 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded of said Subdivision in the Recorder's Office of Cook County, Illinois July 10, 1914 in Book 130 of Plats Page 20 as Document 5454153 described as follows: Beginning at a point in the Easterly line of said Lot 12, 358.48 feet Southerly from the North East corner of said Lot 12 thence South Westerly at right angles to the Easterly line of said Lot 12, 124.43 feet thence Southerly along a line forming an angle of 109 degrees 59 minutes 16 seconds from the North East to the South with the last described line 38.38 feet more or less to its intersection with a line 6.45 feet East of and parallel with the East line of Lot 11 in said Whitman's Subdivision extended North thence South along said parallel line 15.71 feet more or less to a point in the North line of Lot 11 extended East which point is 6.45 feet East of the North East corner of said Lot 11 thence South Westerly 37.34 feet more or less to a point in the West line of the East 6.55 feet of said Lot 11, 35 feet South of the North line of said Lot 11, thence South along the West line of the East 6.55 feet of said Lot 11, 82.98 feet more or less to a point 90.33 feet North of the South line of said Lot 11 thence East parallel to said South line of Lots 11 and 12, 102.24 feet thence North Westerly along line parallel with said Easterly line of Lot 12, 13.59 feet to the most Southerly corner of existing brick building thence North Easterly along the South Easterly face of said building (forming an angle of 90 degrees 04 minutes and 30 seconds from South East to North East and with last described course) 59.90 feet thence North Westerly along a line parallel with said Easterly line of said Lot 12, 0.54 feet to the center of existing 13 inch brick wall thence North Easterly along center of said brick wall 75.02 feet to the Easterly line of said Lot 12, thence North Westerly 182.84 feet to the point of beginning in Cook County, Illinois, commonly known as and located at 134 Green Bay Road, Winnetka, Illinois.

which said survey is attached as Exhibit A to a certain Declaration of Condominium Ownership made by Amalgamated Trust & Savings Bank, as Trustee under a certain Trust Agreement dated September 28, 1970 and known as Trust No. 2185, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 21831895.

together with an undivided 3.70% interest in said Parcel (excepting from said Parcel all property and space comprising all the Units thereon as defined and set forth in said Declaration and survey);

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END OF RECORDED DOCUMENT