

23 521 826

TRUST DEED

This instrument prepared by
C. Walsh 1250 Shermer Rd.
Northbrook, Ill. 60062

THE ABOVE SPACE FOR RECORDER'S USE ONLY

100-31054

THIS INDENTURE, made June 7th 1976, between Robert M. Koehler and Beverly A. Koehler, his wife

herein referred to as Mortgagors, and 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 holder is being herein referred to as Holders of the Note, in the principal sum of

* * * FIFTY THOUSAND AND NO/100 * * * * * (50,000.00) * * * * * Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHBROOK TRUST & SAVINGS BANK and delivered up and by which said Note the Mortgagors promise to pay the said principal sum and interest from after rate on the balance of principal remaining from time to time unpaid at the rate of

8 1/2 percent per annum in installments as follows

Dollars on the 1st day of August 1976 and * FOUR HUNDRED TWO AND 62/100 * * * * *

Dollars on the 1st 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 1st day of July, 2001

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 agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of five dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT and WARRANT unto the Trustee, its successors and assigns, the following described fee, Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Northbrook County of Cook AND STATE OF ILLINOIS, to wit:

Lot 42 in Block 104 in White Plaines Unit 7, being a Subdivision in Section 8, Township 42 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois**

10.00

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

TOGETHER with all improvements, accessories, contents, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be so indebted therein which are pledged herewith and in a party with said note and herein and are, jointly and severally, and all apparatus, equipment or articles now or hereafter attached to, attached to, or used in connection with, the premises, including but not limited to, water, light, power, refrigeration (including mobile units of portable refrigerators), and accessories, including but not limited to, window shades, attic doors and windows, door screens, water beds, swimming pools and water heaters. All of the foregoing are declared to be a part of said real estate and whether physically attached thereto or not, and it is agreed that all fixtures, appurtenances or accessories heretofore related to the premises by the Mortgagors or their successors or assigns shall be considered an inseparable 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 hands and seals of Mortgagors the day and year first above written.

Robert M. Koehler [SEAL] Beverly A. Koehler [SEAL]
Robert M. Koehler [SEAL] Beverly A. Koehler [SEAL]

STATE OF ILLINOIS

Chris I. Gunico

County of Cook

Notary Public in and for and residing in said County in the State of Illinois DO HEREBY CERTIFY THAT Robert M. Koehler and Beverly A. Koehler, his

and wife, personally known to me to be the same persons, appeared before me this day in person and acknowledged to me that they executed the foregoing instrument as their free and voluntary act for the purposes and upon the trusts herein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal this 11th day of June 1976. Notary Public.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

Mortgagee shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without cost, and free from mechanic's or other liens or claims for lien not properly subcontracted to the lien holder; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request... Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor... Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies procured for payment by the insurance companies of monies sufficient to pay the cost of rebuilding or repairing the premises or to pay in full the indebtedness secured hereby...

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COOK COUNTY, ILL. FILED FOR RECORD

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IMPORTANT FOR THE PROTECTION OF BOTH THE MORTGAGOR AND LENDER, THE NOTE IDENTIFIED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CREDIT BUREAU BEHIND THE TRUST DEED IS FILED FOR RECORD. NAME: Northbrook Trust & Savings Bank, STREET: 1250 Shermer Road, CITY: Northbrook, Ill. 60062. THE TRUST DEED AND ALL PROCEEDS THEREOF SHALL BE HELD AS TRUST PROPERTY FOR THE PAYMENT OF THE INDEBTEDNESS OR ANY PART THEREOF...