

23 638 863



TRUST DEED

This Instrument Prepared by: Fred J Bero, Assistant Vice President Sears Bank and Trust Company Sears Tower Chicago, Illinois 60606

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307 1 64 3 2

THIS INSTRUMENT made September 7 19 76 between

ROBERT M. SCHAFFNER and DORANN L. SCHAFFNER, his wife hereinafter referred to as "Mortgagors" and CHICAGO TITLE AND TRUST COMPANY

WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being hereinafter referred to as Holders of the Note, in the principal sum of Thirty-five Thousand and no/100 (\$35,000.00) Dollars, evidenced by a certain Instalment Note of the Mortgagors of even date herewith made payable to THE ORDER OF BEARRI

and delivered on and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 7, 1976 on the balance of principal remaining from time to time unpaid at the rate of Eight and 1/2% (8 1/2%) per cent per annum in instalments (including principal and interest) as follows:

Two Hundred Eighty-One and 83/100 (\$281.83) Dollars on the First day of November 1976 and Two Hundred Eighty-One and 83/100 Dollars \$281.83 on the First 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 First day of October 1986

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 instalment unless paid when due shall bear interest at the rate of 9.5 per annum and all said principal and interest being made payable at such banking house or trust company in Chicago 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 Sears Bank and Trust Company 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, conditions and provisions herein contained by the Mortgagors to be performed, and also in consideration of the sum of One Dollar paid and paid the receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT unto the Trustee, its successors and assigns the following described Real Estate and all other estate, right, title and interest therein situate, lying and being in the County of Cook State of Illinois

to wit Village of Northbrook

Cook

CLERK OF DEEDS

COOK COUNTY, ILLINOIS FILED FOR RECORD

*23638868

Lot 40 in Section 7 of Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

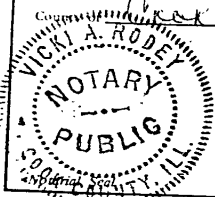
which with the property hereinafter described is referred to hereinafter as the premises TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto, being and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled to the same, which are pledged primarily and jointly with said real estate and all secondarily, whether single units or centrally controlled, and ventilation including without limitation, air conditioning, water, light, power, sanitation, windows, floor coverings, mador beds, awnings, stoves and water heaters. All of the foregoing are deemed to be a part of said real estate with the fixtures and attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereinafter placed on the premises by the mortgagors or their successors 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 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 the 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. X Robert M. Schaffner ROBERT M. SCHAFFNER SEAL X Dorann L. Schaffner DORANN L. SCHAFFNER SEAL

STATE OF ILLINOIS Notary Public in and for and residing in said County in the State aforesaid DO HEREBY CERTIFY THAT



Robert M. Schaffner and Dorann L. Schaffner, his wife

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

Given under my hand and Notarial Seal this 13th day of September 1976

Vicki A. Roddy Notary Public

23 638 863

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

1. Mortgagors shall... 2. Mortgagors shall pay... 3. Mortgagors shall keep all buildings... 4. In case of default... 5. The Trustee or the holders... 6. Mortgagors shall pay... 7. When the indebtedness... 8. The proceeds of any... 9. Upon or at any time... 10. No action for... 11. Trustee has no duty... 12. Trustee shall release... 13. Trustee may resign... 14. This Trust Deed...

Prepayments may be made on the principal Note secured hereby in accordance with the privilege therein contained. If the title to the real estate described in the Trust Deed securing this Note is transferred, then the indebtedness, at the option of the holder of the Note secured hereby shall become due and payable upon demand.

IMPORTANT THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD. CHICAGO TITLE AND TRUST COMPANY, Trustee. Identification No. 23 638 863. FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3951 Russert Lane Northbrook Illinois. MAIL TO: Sears Bank and Trust Company, Sears Tower, Chicago, Illinois 60606, Attn: Fred J. Bero, AVP, Rel Div. PLACE IN RECORDER'S OFFICE BOX NUMBER 123

END OF RECORDED DOCUMENT