

THIS INSTRUMENT WAS PREPARED BY:
PERRY S. HERST
105 WEST ADAMS
CHICAGO, ILL. 60603
TRUST DEED

23 646 192

FORM B

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 16th 1974, between

GILBERT E. CARGILL AND PATRICIA CARGILL, HIS WIFE, IN JOINT TENANCY

herein referred to as "Mortgagors," and

SYLVIA WEINRESS

of 105 West Adams Street, Chicago, Illinois 60603, herein referred to as TRUSTEE, witnesseth:
THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Two Thousand Five Hundred Eighty-Five and 88/100----- Dollars, evidenced by certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER

EQUITABLE FINANCE CORPORATION

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum with interest included at the rate of \$ 12.84% ~~XXXXXXXX~~ per annum payable as follows: \$ 71.83 on the 16th day of December, 1974, and \$ 71.83, or more, on the 16th day of each month thereafter until this note is fully paid. The principal of each of said

instalments unless paid when due shall bear a Delinquency Charge of 5 per cent or \$5.00 maximum if in default for more than 10 days, and in addition reasonable costs of collection, including reasonable attorneys' fees. Said payments are to be made at the office of EQUITABLE FINANCE CORPORATION, 105 WEST ADAMS STREET, CHICAGO, ILLINOIS 60603. 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 One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, his successors and assigns, the following described Real Estate and all of their state, title and interest therein, situate, lying and being in the

County of COOK AND STATE OF ILLINOIS

Parcel 1: Lot 1 and the Nor westerly 2 feet of Lot 2, as measured at right angles to the Northwesterly line thereof, in area 35 in Barrington Square Unit 1B, being a Resubdivision of area 35 in Barrington Square Unit No. 1, a Subdivision of part of the North East 1/4 of Section 7, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 2, 1974 as Document No. 22584886, in Cook County, Illinois:

10.00

also
Parcel 2: Easements appurtenant to and for the benefit of the above described parcel of real estate as defined in the declaration recorded June 8, 1970 as Document No. 21178177 and as created by deed from K-B Barrington Homes, Inc. to PFI dated 9/3/74 recorded 9/4/74 as Document 22836723 for I & E

which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon for so long and during all such times as Mortgagors may be entitled thereto (which 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 (wired or stand alone or centrally controlled), and ventilation (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, porches, 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 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 my hand, seal, and seal, of Mortgagors the day and year first above written.

Gilbert E. Cargill (SEAL)
Patricia A. Cargill (SEAL)

STATE OF ILLINOIS, I, David Levy
as a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of Cook, Gilbert E. Cargill and Patricia Cargill, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person to acknowledge that they 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 November, 1974

David Levy
Notary Public

63-36-121E

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed by fire and said premises in good repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (2) 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 exhibit satisfactory evidence of the discharge of such prior lien to Trustee or holders of the note; (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

16. In case of the death, resignation, absence from the County, refusal or other inability of Trustee to act when required, then the recorder of Deeds of the County in which the property subject of this Trust Deed is located, shall be and become, and hereby is appointed and made successor Trustee with like power and authority as is hereinafter vested in Trustee.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
SEP 22 '76 12 38 PM

Sylvia K. Weinress
RECORDED OF DEEDS
23646192

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 3215
SYLVIA WEINRESS, as Trustee,
by Sylvia Weinress

NAME _____
D STREET _____
CITY _____
STATE _____
OR
RECORDERS'S OFFICE BOX NUMBER 135

FOR RECORDERS INDEX PURPOSES
INSIST STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1798 Williamsburg Drive
Hoffman Estates, Illinois 60172
Cargill