

TRUST DEED

23 377. 505
FEB-2-76 134765 • 23377505 - A - Rec 12.00
THE ABOVE SPACE FOR RECORDERS USE ONLY

Box 805

THIS INDENTURE, made January 23, 1976, between

MELVIN D. SCHAEFFER and FRANCES SCHAEFFER, his wife, (hereinafter called "Mortgagor"), and STATE NATIONAL BANK, a National Banking Association, doing business in Evanston, Illinois, (hereinafter called "Trustee"), witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, (hereinafter called the "Holders of the Note"), in the principal sum of SEVENTY FIVE THOUSAND and 00/100 Dollars (\$75,000.00) evidenced by certain Instalment Note (hereinafter called the "Note") of the Mortgagor of even date herewith, made payable to BEARER and delivered, in and by which Note the Mortgagor promises to pay such principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of PRIME PER CENT per annum in installments as follows:

FIFTEEN THOUSAND and 00/100 (\$15,000.00) plus interest

Dollars on the 23rd day of January 1977 and each January thereafter and Interest only due on the 23rd day of April, July and October

of each year thereafter until the Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 23rd day of January 1981. All such payments on account of the indebtedness evidenced by the 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 after maturity at the rate of 7 1/2 per cent per annum, and all of said principal and interest being payable in lawful money of the United States of America, or at the office of STATE NATIONAL BANK, in Evanston, Illinois, or at such other place as the Holders of the Note may, from time to time, in writing appoint;

NOW, THEREFORE, the Mortgagor to secure the payment of the Note and the performance of the Mortgagor's covenants, conditions and provisions herein contained, and also to constitute the sum of One Dollar to him paid, the receipt whereof is hereby acknowledged, does by these presents grant, sell and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate (hereinafter called "Real Estate") and all of its appurtenances, right, title and interest therein, situate, lying and being in the County of Lincolnwood and State of Illinois, to-wit:

Lot 4 in Block 10 in Lincolnwood, known as Fourth Addition, being a Subdivision of part of the East fractional half of the South East fractional quarter of fractional Section 33, Township 41 North, Range 13, East of the Third Principal Meridian, according to plat thereof recorded September 15, 1953 as document 15719597 in Cook County, Illinois.

which, with the property hereinafter described, is hereinafter called the "premises"

TOGETHER with all the easements, privileges, accretions, hereditaments and appurtenances now or at anytime hereafter thereto belong, all buildings, improvements and fixtures now located or hereafter to be placed on the Real Estate, all rents, issues and profits thereof (which are to be expressly assigned and pledged primarily and on a parity with the Real Estate as security for the payment of the indebtedness secured hereby), and all of its appurtenances or rights now or hereafter thereto of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, sidewalks, walks and driveways, screens, awnings, windows and doors, floor coverings, including both, curtain fasteners, venetian blinds, gas and electric fixtures, including radiators, washing machines, dryers, dishwashers, refrigerators, heaters, ranges, apparatus for supplying or distributing heat, hot water, light, water, air conditioning, air conditioning, ventilation and all other apparatus and equipment in or that may be placed in any building now or hereafter standing on the Real Estate (which are hereby agreed to be part of the Real Estate and appurtenant to the use of the Real Estate, and whether affixed or annexed or not, shall for all purposes of this Trust Deed be deemed conclusively to be Real Estate and appurtenant hereby) and also all the estate, right, title and interest of Mortgagor in, to and to the premises.

TO HAVE AND TO HOLD the premises unto the Trustee, its successors and assigns, forever for the purpose, and upon the uses and trusts herein set forth, free from all rights and claims other and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does 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 Mortgagor, his heirs, successors and assigns.

WITNESS the hand and seal of Mortgagor the day and year first above written.

THIS MORTGAGE IS A JUNIOR MORTGAGE

12.00

[SEAL] Melvin D. Schaeffer [SEAL]
[SEAL] Frances Schaeffer [SEAL]

STATE OF ILLINOIS
COUNTY OF COOK

I, Kathleen G. Acks, do hereby certify that MELVIN D. SCHAEFFER and FRANCES SCHAEFFER, his wife, personally 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 to me as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

GIVEN under my hand and official seal this 23rd day of January, A.D. 1976.



INSTRUMENT PREPARED BY
STATE NATIONAL BANK, EVANSTON, ILL.
DOROTHY BORCHARDT
ASSISTANT VICE PRESIDENT

[Signature]
Notary Public
My Commission Expires 5-17-78

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