

TRUST DEED

This instrument was prepared By C. Walsh, 1250 Shermer Rd., Northbrook, IL., 60062

24 536 833

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 30

19 78, between

HOWARD THOMAS & LINDA THOMAS, 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 being herein referred to as Holders of the Note, in the principal sum of

* FORTY THOUSAND AND NO/100 ** Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHBROOK TRUST & SAVINGS BANK and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest from After Date on the balance of principal remaining from time to time unpaid at the rate of 9 3/4 per cent per annum in instalments as follows:

Dollars on the 15th day of September 19 78 and THREE HUNDRED FORTY FIVE & 69/100* Dollars on the 15th 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 15th day of August 2007

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 ten 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 One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real 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,

Lot 3 in Grace Manor, being a Subdivision of the South 282.90 Feet of Lots 3, 4, 5, and 6 (taken as a Tract, or Glenbrook Land Subdivision being a Subdivision of the West 441.0 Feet of the South 522.90 Feet of Lot in Section 9, Township 42 North, Range 12 East of the Third Principal Meridian, excepting therefrom that part of said Lot 3 described as follows:

Beginning at the South East Corner of said Lot 3; thence running thence Westerly along a straight line a distance of 15.0 Feet to a point 7.0 Feet North of (measured at right angles to) the aforesaid South Line of Lot 3; thence Southwesterly a distance of 33.10 Feet to a Southwesterly Corner of said Lot 3 (said corner being the West Meridian of the South (East and West) Line of Lot 3; thence Easterly along the South Line of Lot 3 to the point of beginning, in Cook County, Illinois*

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 thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with all 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 (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, wire shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of a real estate whether physically attached thereto or not, and it is agreed that 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 the said Trustee, its successors and assigns, forever, for the purposes, and upon the terms and conditions 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 hand S and seal S of Mortgagors the day and year first above written.

Howard Thomas [SEAL] Linda Thomas [SEAL] Linda Thomas [SEAL]

STATE OF ILLINOIS, Christina M. Pike, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Howard Thomas & Linda Thomas, his wife

are personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the 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 13th day of July 1978 Christina M. Pike Notary Public.

PNTL# NC 118244 Claywell

24 536 833

UNOFFICIAL COPY

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PMT # NC-18241 Campbell

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Ridney R. Olsen
RECORDER OF DEEDS

