

## TRUST DEED

## 25815369

1981 MAR 24 žók couhry ellárcis

RECORDER William Palles

THE ABOVE SPACE FOR RECORDER'S USE ONLY
19 81 , between Albert A. Brumner

10.00

March 15, THIS INDENTURE, made and Patricia A. Brunner, his wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

T' I'T, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said le, al bolder or holders being herein referred to as Holders of the Note, in the principal sum of Fifty Seven

Thou and Five Hundred and no/100 (\$57,500.00)

evidenced by the certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in 2.10 by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate from May 1, 1931 per cent per annum in instalments (including principal and interest) as follows: of 81/2

Dollars or more on the <u>1st</u> day Four Hundred Forty 1 vo and 14/100 (\$442.14) 19 81, and ro in Hundred Forty Two and 14/100 (\$442.14)
day of each month. thereafter until said note is fully paid except that the fin of June 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, shell be due on the 1st day of May 1983. All such payments on account of the indebtedness evidenced by and 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 per annum, and all of said rincit al and interest being made payable at such banking house or trust 9 1/2 Illinois, as the holders of the note may, from time to time, company in Skokie in writing appoint, and in absence of such appointment, then at the office of Frank Schener

NOW, THEREFORE, the Mortgagors to secure the payment of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in 'an' paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and asigns, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and asigns, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and asigns, the VF 11 age of Skokle COUNTY OF COOK

Lots 43 and 44 (except the South 7 feet of said lots as condemned and taken for widening Main Street) in Krenn and Dato's Main Street 'L' First Addition being a subdivision of that part of the South 20 acres (except the West 5 acres thereof) of the North East quarter of Section 21, Township 41 Norto, Ronge 13, East of the Third Principal Meridian, lying West of the center line of Norte Center Road and West of right of way of Chicago and North Western Railway, in Cook County, Illinoi

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

TOGETHER with all improvements, tenements, easements, fixtures, and appartenances thereto belonging, and all rest, say, and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a Pa with his aid real testate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply "at, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without st, time the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of said 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 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 coveragents conditions and provisions appearing on page 2 (the reverse side of

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 han	d_S and s	eal <u>S</u>	of Mortgagors th	e day and year first above	written.	
× alberta	Brun	ner	[ SEAL ]	X Patricia	54- DA	SEAL )لىسسىر
Albert A.			[ SEAL ]	Patricia A.	Brumer	[ SEAL
STATE OF ILL INDIS		· T	JERRY C.	LALERDUIST		

Albert A. Bru	mer FALTICIA A. Ditunet SEAL
STATE OF ILLINOIS,  County of Cook	I, JERRY C. LAHERQUIST  a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIF  THAT Albert A. Brunner and Patricia A. Brunner, his wife
who	personally known to me to be the same personS whose name S ATC subscribed to the same instrument, appeared before me this day in person and acknowledged the they signed, sealed and delivered the said Instrument as their free and tary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this

Lagerquist E National E Illinois þ instrument

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

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

1. Mortgagers shall (a) promptly repair, rettor or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed (b) keep said premises in p(o) when due any indicthous waste, and free from mechanic's or other tiens to come the premises truptive to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lies to Trustee or to holders of the holders of th

superior to the lien hereof or of such decree, provided such application is made prior to foreclosus. Sol.; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any of mse which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable tires and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to it quire into the validity of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signature or that of the agents or employees of Trustee, and it may represent the capacity of its before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfact ory edence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and "the resecuted has been paid, which representation Trustee may accept as the genuine note herein described any note which person who shall, either befo

premises are situated shall be ductessor in 1715t. Any outcomes and the provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons liable for the payment of the Morgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No.

CHICAGO TITLE AND TRUST COMPANY,

Assistant Secretary/Assistant Vice President

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MΑ	1L	TO	:

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

PLACE IN RECORDER'S OFFICE BOX NUMBER 280

END OF REPORTED DOG IN TH