

# UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FORMS

FORM NO. 206  
April, 1980

### TRUST DEED (ILLINOIS) For Use With Note Form 1448 (Monthly Payments Including Interest)

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

DEC-10 1983 0 1 1 7 3 2

26899380 A - REC 10.00

THIS INDENTURE, made December 3 1983

between Willard R. Borkenhagen and Kathleen Borkenhagen, his wife

1708 Cypress Lane, Elk Grove Village, IL 60007  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and First National Bank of Des Plaines

701 Lee Street, Des Plaines, IL 60016  
(NO. AND STREET) (CITY) (STATE)

26899380

The Above Space For Recorder's Use Only

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer and delivered in and by which note Mortgagors promise to pay the principal sum of ONE HUNDRED THOUSAND THREE HUNDRED TWENTY-TWO AND 50/100 Dollars, and interest from Dec. 3, 1983 on the balance of principal remaining from time to time unpaid at the rate of 14.00 per cent per annum, such principal sum and interest to be payable in installments as follows: At Closing, Two Hundred Forty and no/100 Dollars on the 3rd day of December, 1983, and One Hundred Ninety-Two and 66/100 Dollars on the 20th 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 20th day of January, 1987; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; ~~the principal sum of said installment note to be paid in full on or before the date of the expiration of said installment note, and all such payments being made payable at~~ First National Bank of Des Plaines or at such other place as the legal holder of the note may, from time to time, in writing designate, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other obligation contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Elk Grove Village COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Lot 2715 in Elk Grove Village Section 9, being a subdivision in Section 33, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 1, 1960 as document 17897670, in Cook County, Illinois.

\*After maturity of the final installment, interest shall accrue at the rate of 17.00% per annum until fully paid.

\*\*If any of the aforementioned payments are past due beyond 10 days from the scheduled payment date, a \$5.00 late charge will be assessed.

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

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, air, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the covenants 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: Willard R. Borkenhagen and Kathleen Borkenhagen, his wife

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW:

Willard R. Borkenhagen (Seal)  
Willard R. Borkenhagen

Kathleen Borkenhagen (Seal)  
Kathleen Borkenhagen

SIGNATURE(S)

State of Illinois, County of \_\_\_\_\_, ss.,

I, the undersigned, a Notary Public in and for said County of \_\_\_\_\_, do hereby certify that Willard R. Borkenhagen and Kathleen Borkenhagen, his wife

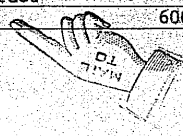
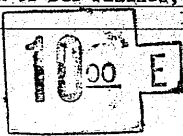
personally known to me to be the same person S whose name S subscribed to the foregoing instrument and appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 3rd day of DECEMBER, 1983  
Commission expires My Commission Expires 2/23/86 Quayle Heid Notary Public

This instrument was prepared by Lisa D. Mogensen, Personal Banking Officer

Mail this instrument to First National Bank of Des Plaines, 701 Lee Street  
Des Plaines, Illinois 60016  
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_



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