UNOFFICIAL CO



672099 TRUST DEED

AM 10 40 1981 DEC 7

26078138

THE ABOVE SPACE FOR RECORDER'S USE ONLY 554518

THIS INDENTURE, made September 21

19 81between

GERARD F. ZELLER and PATRICIA M. ZELLER, his wife

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

T.AT WHEREAS the Mortgagors are justly indebed to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

SIX Y FIX HUNDRED AND NO/100 (\$6600.00)-----DOLLARS. evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum September 2), 1986 with interest thereon from September 21, 1981 until maturity at the rate per cent per annum, payable sempentations on the 20th day of September, 1986 on

said principal and interest being taste payable at such banking house or trust company in Glenview Hilmois, as the holders of the note may, from the to time in writing and interest company in Glenview Hilmois, 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

GLENVIEV STATE BANK NOW, THEREFORE, the Mortgagor: 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 Pulla in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and sair so that following described Real Estate and all of their estate, tight, title and interest therein, situate, lying and being in the V111age of Gae Aview COUNTY OF COOK AND STATE OF ILLINOIS. Is an absolute the consideration of the considerati to wit:

This Trust Deed is expressly subject and subordinate to that certain mortgage in the principal sum of \$50,000, dated September 22, 1981, wherein Manufacturers Harover Mortgage Corporation, a Delaware corporation is named as Murtuagee.

THIS IS A PART PURCHASE MONEY MORTGAGF.

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 rer s, r, cet 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 wins s d real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heart, gas, air condition, we setter, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a party s id real estate whether physically attached thereto or not, and it is agreed that all similar aparatus, equipment or articles hereafter placed in the provision of the state of 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 dead consists of two averagents, conditions and requisions appraising an area of the premase side of this trust.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust

assigns.	ence and are a part nereot a	nd snall be binding on the	mortgagors, their nei	rs, successors and
WITNESS the hand seal	S of Mortgagors the da	y and year first above writ	ten.	
buard of July		Patricia M	Miller	[SEAL]
	SEAL]			SEAL
STATE OF ILLINOIS,	I, FRED R SA	VERMON		
County of COOK	Notary Public in and for the res Gerard F. Zell	ding in said County, in the Sta er and Patricia	te aforesaid, DO HEREH 1 M. Zeller,	Y CERTIFY THAT
0 2 3 1 6 3 1			c are	

personally known to me to be the same person S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _ they sealed and delivered the said Instrument as ___their_ _ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this Notary Public

This Instrument prepared by: Form 39 Trust Deed - Individual Mortgagor - Secures One Principal Note - Term. R. 11/75 Thomas E. Crowley, Attorney 1701 E. Lake Avenue, Glenview, IL. 60025 Page 1

UNOFFICIAL COPY

Page 2

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

1. Mortgagers shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become changed or be destroyed; (b) the peri add primates in pood condition and repair, without wate, and fire from mechanic or other lies or claims for lies the lies begred, and upon request exhibit satisfactory evidence of the dischaper of both ribor in the lies begred, and upon request exhibit satisfactory evidence of the dischaper of both ribor in the lies begred, and upon request exhibit satisfactory evidence of the dischaper of both ribor in the lies begred, and upon request exhibit satisfactory evidence of the dischaper of both ribor in the lies begred, and upon request exhibit satisfactory evidence of the dischaper of both ribor in the lies begred, and upon request exhibit satisfactory evidence of the dischaper of both ribor in the lies begred, and upon request exhibit satisfactory evidence of the dischaper of both ribor in the lies begred, and upon request exhibit satisfactory evidence of the dischaper of both ribor in the lies begred of the lies of the lies

identity, capacity, or authority of the signalories on the note or trust deed, you shall Trustee be obligated to record this trust deed on the carrier and power herein given unless expressly obligated by the terms hereof, nor be lable for an act of official demotics, except in case of its own grow negligence or misconduct or that of the agents or employees of Trustee, and it may require it demotities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument aron presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release from 10 and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing the product of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing the product of any person who shall either the product of a product of the produ

IMPORTANT!

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

Identification No. 30 Assistant Secretary Assistant Vice President

MAIL TO:

LAW OFFICE THOMAS E. CROWLEY

1701 EAST LAKE AVENUE QLENVIEW, ILLINOIS 60025 (312) 724-3464

PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE ADDRESS OF ABOVE

<u> 2217 Dewes Street</u>

Glenview, Illinois 60025

END OF RECORDED DOCUMENT