

UNOFFICIAL COPY

TRUST DEED

IN: 11-07-116-013
2241 Sherman Avenue
Evanston, Illinois 83712

Box 805

THE ABOVE SPACE FOR RECORDERS USE ONLY

85188712

THIS INDENTURE, made September 9, 1985, between

N. JAMES MCGUIRE and JACQUELYN A. MCGUIRE, 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

NINETY THOUSAND and 00/100 Dollars (\$ 90,000.00)
evidenced by one 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 from date on the balance of principal remaining from time to time unpaid at the rate of 11.5% per cent per annum in instalments as follows:

INTEREST ONLY MONTHLY

Dollars on the 1st day of October 19 85 and

INTEREST ONLY MONTHLY

Dollars on the 1st day of each month 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 1st day of April, 1986. 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 instalment unless paid when due shall bear interest after maturity at the rate of 11.5% per cent per annum, and that 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 covenants to pay the principal of the Note and the performance of the Mortgagor's covenants, conditions and provisions herein contained, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate (hereinafter called "Real Estate") and all of Mortgagor's estate, right, title and interest therein, situate, being and being in the City of Evanston, County of Cook AND STATE OF ILLINOIS, to-wit:

Lot 10 in Bannister and others Subdivision of Block 90 in Northwestern University Subdivision of the North half of the South half of the South West quarter lying East of Sherman Avenue and a strip 251 feet East and West lying West of and adjoining the North half of above described land in Section 7, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

THIS MORTGAGE IS A JUNIOR MORTGAGE

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

TOGETHER with all the tenements, privileges, easements, hereditaments and appurtenances now or at any time hereafter thereto belonging, all buildings, improvements and fixtures now located or hereafter to be placed on the Real Estate, all rents, issues and profits thereof (which are hereby 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 apparatus, equipment or articles now or hereafter therein of every kind and nature whatsoever, including, but without limitation, the generalities of the foregoing, all shrubbery, shades and awnings, screens, storm windows and doors, floor coverings, inlaid beds, curtain fixtures, wooden blinds and electric fixtures, incinerators, washing machines, dryers, dishwashers, radiators, heaters, ranges, apparatus for supplying or distributing heat, hot water, hot air, water, air conditioning, refrigeration, power, 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 appropriated to the use of the Real Estate, and whether attached or annexed or not, shall for the purposes of this Trust Deed be deemed conclusively to be Real Estate and conveyed hereby) and also all the estate, right, title and interest of Mortgagor of, in and to the premises.

TO HAVE AND TO HOLD the premises unto the 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 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.

[SEAL] JAMES MCGUIRE *James M. McGuire* [SEAL]
[SEAL] JACQUELYN A. MCGUIRE *Jacquelyn A. McGuire* [SEAL]

STATE OF ILLINOIS }
COUNTY OF COOK }
I, _____, as the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES MCGUIRE and JACQUELYN A. MCGUIRE who are personally known to me to be the same person or 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 as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

THIS INSTRUMENT PREPARED BY:
STATE NATIONAL BANK
1603 SHERMAN AVENUE
EVANSTON, ILLINOIS 60204
BARBARA N. SAETHER

PAGE 1

Barbara N. Saether
Notary Public
My Commission Expires June 25, 1986

BOX 79

11-07-116-013

27

85188712

85188712

