

UNOFFICIAL COPY

TRUST DEED

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 8, 19 85, between JAMES D. MAYER and LINDA F. MAYER, his wife

19 85, between JAMES D. MAYER and LINDA F. MAYER, 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:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One Hundred Fifty Thousand Dollars and 00/100-----(\$150,000.00)-----

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

and delivered, in and by which said Note the Mortgagors promise to pay

See Rider attached hereto and incorporated herein by this reference

12.00

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 City of Northbrook, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 21 IN STONEHEDGE, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20622160, IN COOK COUNTY, ILLINOIS.

PIN: 04-21-106-006-0000 RP

& Commonly known as 2541 Kingston, Northbrook, I.

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 said 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, window 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 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 3 pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) and the attached Rider 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

JAMES D. MAYER [SEAL] LINDA F. MAYER [SEAL]

STATE OF ILLINOIS, I, HAROLD ROSEN, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES D. MAYER and LINDA F. MAYER

County of Cook who are personally known to me to be the same person S whose name S 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.

Given under my hand and Notarial Seal this 8th day of NOVEMBER 19 85

[Signature] Notary Public

Notarial Seal

70-22-353 PE

85 280 564



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THIS RIDER IS ATTACHED TO AND MADE A PART OF THAT TRUST DEED DATED NOVEMBER 8, 1985 FROM JAMES D. MAYER AND LINDA F. MAYER TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE TO SECURE A NOTE MADE BY JAMES D. MAYER AND LINDA F. MAYER FOR THE PRINCIPAL SUM OF \$150,000.00

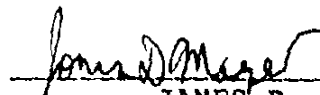
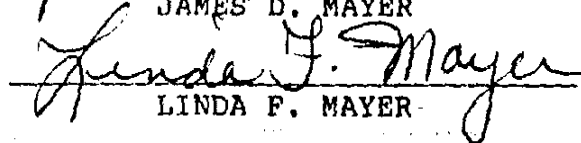
the principal sum of \$150,000.00 and interest from Nov. 8, 1985, on the balance of principal remaining from time to time unpaid at the current interest rate (said current rate being the sum of the prime rate as determined by American National Bank, Chicago, Illinois on the last business day preceeding the due date of the installment, and 2 percentage points) payable in installments as follows:

Principal of \$200.00 or more plus interest on the first day of December, 1985, and principal of \$200.00 or more plus interest on the first day of each month up to and including November 1, 1986, then principal of \$400.00 or more plus interest on the first day of December, 1986 and principal of \$400.00 or more plus interest on the first day of each month up to and including November 1, 1987, then principal of \$600.00 or more plus interest on the first day of December, 1987, and principal of \$600.00 or more plus interest on the first day of each month up to and including October 1, 1988, until this Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of November, 1988. All such payments on account of the indebtedness evidenced by this Note shall be first applied to interest on the unpaid principal and the remainder to principal.

At the election of the holder or holders of this Note, and after six months notice to makers of its election to do so, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become due and payable at the place of payment aforesaid.

The principal of each of said installments unless paid when due shall bear interest after maturity at the rate of 14 % per annum. Said payments are to be made at such banking house or trust company in Chicago, Illinois, as the legal holder of this Note may from time to time, in writing appoint, and in the absence of such appointment, then at the office of JAME Steel Corporation, 4094 Commercial Avenue, Northbrook, Illinois 60062.

Sale or transfer, without written consent of holder, of any interest in the title of the premises described hereafter is an additional event of default hereunder pursuant to which acceleration of the balance hereof is permitted at the election of the holder in the same manner as a default in payment.

  
\_\_\_\_\_  
JAMES D. MAYER  
  
\_\_\_\_\_  
LINDA F. MAYER

Identification No. \_\_\_\_\_

CHICAGO TITLE AND TRUST COMPANY,  
Trustee.

By \_\_\_\_\_

Assistant Secretary/Assistant Vice President

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