

TRUST DEED UNOFFICIAL COPY 85 285 494

COOK COUNTY, ILLINOIS
REC'D

85285494

100 MAY 1979

NOV 18 AM 11:48 ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 26, 19 85, between Bjorn M. Hestad and Florence A. Hestad, his wife

11.00

herein referred to as "Mortgagors," and THE WINNETKA BANK,

an Illinois corporation doing business in Winnetka, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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

* * * * * Sixty Thousand and no/100 (\$60,000.00) * * * * * Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE WINNETKA BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from

October 26, 1985 on the balance of principal remaining from time to time unpaid at the rate specified in said note, and in instalments as follows: One Thousand Three Hundred Twenty Seven & 99/100 (\$1,327.99)

Dollars on the 15th day of December 19 85 and One Thousand Three Hundred Twenty Seven & 99/100 (\$1,327.99)

Dollars on the 15th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due one the 15th day of November 19 89

All such payments on account of the indebtedness evidenced by said 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 of 11.50 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, Illinois, 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 THE WINNETKA BANK in the Village of Winnetka, Cook County, Illinois.

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 Village of Northfield, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

That part of the North East quarter of the South West quarter of Section 13, Township 42 North, Range 12, East of the Third Principal Meridian, beginning at a point of intersection of center line of Happ Road with the South line of North 528 feet of said North East quarter of the South West quarter, thence West along South line of said North 528 feet to a point 294.93 feet West of East line of said North East quarter of the South West quarter, thence North 27 degrees 13 minutes 30 seconds West 92 feet, thence East parallel with the South line of said North 528 feet to the center line of Happ Road thence Southeasterly along center line of Happ Road to place of beginning, in Cook County, Illinois commonly known as 850 Happ Road, Northfield, Illinois

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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 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 equally 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 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 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 hand and seal of Mortgagors the day and year first above written.

Signature lines for Bjorn M. Hestad and Florence A. Hestad with (SEAL) markers.

STATE OF ILLINOIS

Andrea Lederer

Cook County, Illinois

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bjorn M. Hestad and Florence A. Hestad, his wife

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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 26th day of October, A.D. 19 85

Signature of Andrea Lederer, Notary Public, My Commission Expires April 1, 1986

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