

TRUST DEED

UNOFFICIAL COPY

-85-333652

FORM NO. 7

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 12

1985, between

James Timothy Taylor and Nancy E. Taylor, his wife

herein referred to as "Mortgagors", and

THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS,

an Illinois corporation doing business in Arlington Heights, 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-FIVE THOUSAND AND No/100ths 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 the said principal sum and interest from December 12, 1985 on the balance of principal remaining from time to time unpaid at the rate of

** per cent per annum in instalments as follows:

**Interest Only

Dollars on the 1st day of February 1986 and **

Dollars on the 1st 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 on the 12th day of June 1986. 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Atl. Hts. 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 Bank & Trust Company of Arlington Heights

in said City.

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 Glenview . COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 16 in Block 8 in Harlem Park Subdivision No. 1, being a Subdivision in the South West Fractional Quarter of Section 7, Township 41 North, Range 13, East of the Third Principal Meridian, as shown on Plat recorded September 2, 1926 as Document 9,390,755, in Cook County, Illinois.

**Rate to be 2% over Prime Rate at The Bank and Trust Company of Arlington Heights adjusted on the first day of each month. Payments on this loan will be interest only charged on the unpaid balance as funds are used.

This Instrument prepared by James H. Diehl

4 MAIL TO : The Bank & Trust Company of Arlington Heights Box 15
900 East Kensington Road
Arlington Heights, IL 60004

P.I.N. 10-07-309-005-0000

Address: 233 Neva, Glenview
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 thereto 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, indoor 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 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.

James Timothy Taylor
James Timothy Taylor

Nancy E. Taylor
Nancy E. Taylor

STATE OF ILLINOIS.

County of Cook

I, James H. Diehl
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
James Timothy Taylor and Nancy E. Taylor, his wife

who personally known to me to be the same person, whose name 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 12th day of December A.D. 1985

Notary Public.

