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## TRUST DEED

CHICAGO COUNTY, ILLINOIS  
FILED FOR RECORD

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 31st, 1986, between FIRST ILLINOIS BANK OF EVANSTON, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 7, 1986 AND KNOWN AS TRUST NO. R-3285.

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 SEVENTY-FIVE THOUSAND AND NO/100 (\$175,000.00) --- 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 the said principal sum and interest from July 31, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10 1/4 per cent per annum in instalments (including principal and interest) as follows:

One Thousand Five Hundred Sixty-Nine (\$1,569.00) Dollars or more on the 1st day of August 1986, and One Thousand Five Hundred Sixty-Nine (\$1,569.00) Dollars or more 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 1st day of July, 2016. 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 17% per annum, and all of said principal and interest being made payable at such banking house or trust company in MELROSE PARK, 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 RAND INVESTMENT COMPANY, 8315 W. NORTH AVENUE, MELROSE PARK, ILLINOIS 60160

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 Wilmette, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

Lot 20 in Block 3 in Wilmette Hibbard Resubdivision of all lots and blocks together with vacated streets and alleys in Wilmette Hibbard Subdivision of the West 25 acres of the South West 1/4 (except that part lying south of the center line of Glenview Road) as appears from the plat of said Resubdivision recorded April 15, 1927 as Document No. 9616337 in Section 32, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

05-32-302-001  
PERMANENT INDEX TAX NO.

## RIDER CONCERNING EXONERATION

## CLAUSE ATTACHED BEFORE EXECUTION

which, with the property hereinafter described, is referred to herein as the "Property".  
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, 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,  
Attest: Karen L. Ross FIRST ILLINOIS BANK OF EVANSTON, N.A.

[ SEAL ] AS TRUSTEE UNDER TRUST AGREEMENT

DATED JULY 7, 1986 AND KNOWN AS

[ SEAL ] TRUST NO. 3285 [ SEAL ]

Client Executive Karen L. Ross MANAGER ADMINISTRATION

STATE OF ILLINOIS, Karen L. Ross Notary Public

County of Wilmette a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT Karen L. Ross MANAGER ADMINISTRATION

who personally known to me to be the same person whose name is subscribed to the

foregoing instrument, appeared before me this day in person and acknowledged that

\_\_\_\_ signed, sealed and delivered the said instrument as a free and

voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of August 1986

My Commission Expires November 15, 1988 Karen L. Ross Notary Public

Notarial Seal

Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note With Interest Included In Payment.

R. 11/75

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~~UNIVERSITY OF ILLINOIS SPRINGFIELD~~

336 Hibbard Road,  
DESCRIBED PROPERTY HERE  
NSERT STREET ADDRESS OF ABOVE  
ON WHICH APPLICANT IS LOCATED

MAIL TO: LAURENCE H. WEINER  
SUITE 604 - 320 N. Michigan Ave.  
Chicago, Illinois 60601

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

become damaged or lost due to fire or explosion; (c) keep solid premises in good condition and repair, without waste, and free from mechanicals or other means which may interfere with the use of the premises; (d) comply with all reasonable requirements of law or municipal ordinances relating to the premises or the use thereof; (e) pay when due any liability or penalties or taxes which may be imposed by law or municipality or otherwise.

THE GOVERNANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED);

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It is hereby further agreed that should the Mortgagor sell, convey, transfer, dispossess of or further encumber said property or any part hereof, the Mortgagor shall have the right at its option to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

(continued) Conditions, Conventions, and Provisions referred to on Page 1

Page 3

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Page 3 (continued) Covenants, Conditions and Provisions  
referred to on Page 1

17. It is hereby further agreed that should the Mortgagor sell, convey, transfer, dispose of or further encumber said property or any part hereof, the Mortgagee shall have the right at its option to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties, indemnities and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties, indemnities and agreements of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose of or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First Illinois Bank of Evanston, N.A. or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings, warranties, indemnities or agreements of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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