

TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 9 1986 between
 KENNETH M. NEWMAN and ROSLYN NEWMAN, his wife

herein referred to as "Mortgagors," and
 MICHIGAN AVENUE NATIONAL BANK OF CHICAGO,
 a National Banking Association, doing business in Chicago, 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 FOUR HUNDRED THOUSAND AND NO/100ths (\$400,000.00) Dollars, evidenced by one certain ~~Instalment~~ Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER MICHIGAN AVENUE NATIONAL BANK OF CHICAGO and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 9, 1986 on the balance of principal remaining from time to time unpaid at the rate of Two (2%) over prime per annum ~~interest~~ as follows:

FOUR HUNDRED THOUSAND AND NO/100ths plus interest

RECORDED

Dollars on the 8th day of December 1986 ~~and~~

~~unless paid when due~~ until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 8th day of December 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 ~~unless paid when due~~ shall bear interest at the rate of ~~two (2%) over prime~~ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 Michigan Avenue National Bank 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 City of Evanston

COUNTY OF Cook

AND STATE OF ILLINOIS:

Lot 4 in Block 77 in North Western University Subdivision of the North half of the North half, East of Chicago Avenue (or Green Bay Road) of Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, (except 15 1/2 acres in the Northeast corner of said tract), in the City of Evanston, Cook County, Illinois

Permanent Tax No. 11-19-207-015

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which, with the property hereinabove 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 secondary), 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 S and seal S. of Mortgagors the day and year first above written.

Kenneth Newman M.D.
Kenneth M. Newman

[SEAL]

Roslyn Newman
Roslyn Newman

[SEAL]

[SEAL]

STATE OF ILLINOIS.

1. Joyce A. Madsen

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

County of COOK

Kenneth M. Newman and Roslyn Newman

who are personally known to me to be the same persons whose name S 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 10th day of September, A.D. 1986.

"OFFICIAL SEAL"

Joyce A. Madsen

Notary Public, State of Illinois
My Commission Expires 8/8/89

Joyce A. Madsen
Notary Public

