

UNOFFICIAL COPY

TRUST DEED

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FORM NO. 7

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 26 19 86, between

John Hughes and Linda K. Hughes, 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 FOUR HUNDRED TEN THOUSAND AND NO/100-----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 September 26, 1986 on the balance of principal remaining from time to time unpaid at the rate of * per cent per annum in instalments as follows: **

11.00

Dollars on the 15th day of November 19 86 and **

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 on the day of October 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 Arlington Heights, 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 and 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

COUNTY OF

AND STATE OF ILLINOIS.

Lot 19 in RESUBDIVISION OF LOT 1 IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER, UNIT No. 2, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*See language in the instalment note secured by this trust deed concerning the initial interest rate and subsequent adjustments thereto, which is incorporated herein by reference.

**See language in the instalment note secured by this trust deed concerning the initial monthly payment amount of principal and interest and subsequent adjustments thereto, which is incorporated herein by reference.

This Instrument Was Prepared By: Joan Meikel

ADDRESS: 202 Campus Drive
Arlington Heights, IL

Commercial Loan Dept.
The Bank and Trust Company
of Arlington Heights
900 E. Kensington Road

PERMANENT INDEX NUMBER: 03-07-204-012

Arlington Heights, Ill. 60004

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 in 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, 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 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.

..... [SEAL] John Hughes [SEAL]
..... [SEAL] Linda K. Hughes [SEAL]

STATE OF ILLINOIS,

r. Georgia Kondiles

County of Cook

do, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John Hughes and Linda K. Hughes, his wife

who ARE personally known to me to be the same person, S 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 30th day of September, A.D. 1986

Georgia Kondiles
My Commission Expires Mar. 22, 1989

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