

CTTC7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made 9 October 1986, between Dawn L. Atwater, formerly known as Dawn A. Stratton

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 THIRTY FOUR THOUSAND SIX HUNDRED SIX AND 22/100 (\$34,606.22)

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 date of said Note on the balance of principal remaining from time to time unpaid at the rate of 8 percent per annum in instalments (including principal and interest) as follows:

One Thousand Three Hundred Eighty Four and 25/100 (\$1,384.25) every six months Dollars or more on the day of the month until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on demand day of 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 per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 Isa A. Atwater, Branford, Connecticut 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 Winnetka COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 4 in Carlton Park Subdivision of Block 34 (except the south 80 feet of the north east 1/4) and (except the north 80 feet of the southeast 1/4 of said Block 34) in Winnetka, a subdivision of the north east 1/4 of Section 20 and fractional north 1/2 of fractional section 21, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, 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 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, 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 a 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] Dawn L. Atwater, formerly known as Dawn A. Stratton [SEAL]

11 APR 1986

STATE OF ILLINOIS, County of COOK ss. I, D. R. Abell a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dawn L. Atwater, formerly known as Dawn A. Stratton

who is 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 she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of October 1986.

Notarial Seal This document prepared by D. R. Abell, 799 Elm St., Winnetka, Illinois Notary Public

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11.00



IMPORTANT! UNDER THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY, Identification No. 111110

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

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises...
2. Mortgages shall pay before any penalty attaches against the premises...
3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage...
4. In case of default hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act...
5. The Trustee or the holders of the note hereby secured making any payment hereby secured...
6. Mortgages shall pay each item of indebtedness hereon mentioned, both principal and interest, when due according to the terms hereof...
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof...
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure...
9. Upon or at any time after the filing of a bill to foreclose a trust deed, the court in which such bill is filed may appoint a receiver of said premises...
10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party in whose favor the lien or provision hereof is secured.
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or of the identity, capacity, or authority of the signatories...
13. Trustee shall release this trust deed and the lien thereon by proper presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed...
15. This Trust Deed and all provisions hereon, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages...
16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

Provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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