

TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 26, 1986, between Gordon R. Miller, trustee of the Gordon R. Miller Trust No. 3 dated February 1, 1980 and Gordon R. Miller, individually

herein referred to as "Mortgagors," and THE WINNETKA BANK,

an Illinois corporation doing business in Winnetka, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Eighty Five Thousand and 00/100 (\$85,000.00) Dollars,

evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE WINNETKA BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from Sept. 26, 1986

on the balance of principal remaining from time to time unpaid at the rate specified in said note, and in instalments as follows: QUARTERLY INTEREST BEGINNING

on the 13th day of February 1987 and EACH QUARTER THEREAFTER

on the 11th day of each QUARTER thereafter until said note is fully paid except that the final payment of principal and interest, if no earlier paid, shall be due on the 11th day of November 1987

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 11.00 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 WINNETKA BANK in the Village of Winnetka, Cook County, Illinois

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,

Lot 9 in Juniper's Fourth Subdivision of the South 15 rods of the Southeast Quarter of the Southwest Quarter of Section 31, Township 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, and also known as Lot 16 in the County Clerk's Division of Section 31

c/k/a 610 Forest Road, Glenview, Ill. 60025

PIN # 05-31-320-018

1100

MAIL TO: THE WINNETKA BANK, P.O. BOX 100, WINNETKA, ILLINOIS 60093

THIS IS A JUNIOR MORTGAGE

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, 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, madder 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 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 set forth in the 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,

Gordon R. Miller, Trustee of the Gordon R. Miller Trust No. 3, Dated Feb. 1, 1980

Gordon R. Miller, Individually

STATE OF ILLINOIS

County of Cook

Nancy M. Puls

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gordon R. Miller, Individually and Gordon R. Miller, Trustee

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 11th day of November, A.D. 1986

Official Seal of Nancy M. Puls, Notary Public, State of Illinois, My Commission Expires 4/15/90

86549284

FOR RECORDS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
610 FOREST AVENUE
GLENVIEW, ILL. 60025

THE WINNETKA BANK
191 ELM STREET
WINNETKA, ILLINOIS 60093

INSTRUCTIONS

ASSISTANT SECRETARY
Who Present
by Anna E. Moore
THE WINNETKA BANK, as Trustee
6500
The instrument mentioned in the within Trust Deed has been identified
filed herewith under Loan No.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED
BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST
DEED IS FILED OR RECORDED.

IMPORTANT

MAIL TO:
THE WINNETKA BANK
191 ELM STREET
WINNETKA, ILLINOIS 60093
THIS DOCUMENT PREPARED BY
NANCY M. PULS
LAW OFFICE, REPRESENTATIVE
371 ELM STREET
WINNETKA, ILLINOIS 60093

RESTRICTIONS OF TRANSFER. IT SHALL BE AN IMMEDIATE EVENT OF DEFAULT AND DEFAULT
HEREUNDER IF, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MORTGAGOR SHALL
TRANSFER OR ALIENATION OF THE PREMISES OR ANY PART THEREOF, OR INTEREST THEREIN.

16. The instrument hereby secured is subject to the conditions set forth in said note.
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100. The instrument hereby secured is subject to the conditions set forth in said note.

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