



TRUST DEED

709237

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1986 JAN 15 AM 11:05

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

70-26-870

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THIS INDENTURE made January 11, 1986 between JAMES K. BADGER and CAROLYNN I. BADGER, his wife 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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

FIFTY THOUSAND (\$50,000.00) DOLLARS

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on Jan. 11, 1996 with interest thereon from January 11, 1986 until maturity at the rate of 3 percent per annum, payable monthly on the 11th day of Feb 1986 and monthly in each year, all of said principal and interest bearing interest after maturity at the rate of 4.5 percent 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

Dugan & Goerth Ltd., 1200 Central Ave., #308, Wilmette, Ill. 60091 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 Wilmette, COUNTY OF Cook AND STATE OF ILLINOIS,

to wit:

* in the amount of \$125.00

THIS INSTRUMENT IS A JUNIOR MORTGAGE SUBORDINATE TO THE FIRST MORTGAGE

Lot 14 in Indian Hill Estates, Unit 2, a subdivision of part of the Southeast 1/4 of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

Commonly known as 922 Cherokee, Wilmette, Illinois

PTN: 05-29-426-002 F.D.

This Instrument Prepared by: Charles R. Goerth, 1200 Central Ave., Wilmette, Illinois

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 equally 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 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

James K. Badger (SEAL) Carolyn I. Badger (SEAL) JAMES K. BADGER CAROLYNN I. BADGER

STATE OF ILLINOIS } ss: CHARLES R. GOERTH a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook } JAMES K. BADGER and CAROLYNN I. BADGER, his wife

who are personally known to me to be the same persons whose names are 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.

Given under my hand and Notarial Seal this 11th day of January, 1986

Notarial Seal Charles R. Goerth Notary Public

UNOFFICIAL COPY

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

CHARLES R. GOERTZ
1200 Central Ave. #308
Wilmington, Ill. 60091

MAIL TO

IMPORTANT: THE ORIGINAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

CHICAGO TITLE AND TRUST COMPANY
Trustee

Assistant Secretary

FOR & (NAME, ADDRESS) ONLY

Identification No. 209237

86019380

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 insured against loss or damage by fire, lightning and whirlwind (and flood damage, where the lender is required by law to insure) and policies providing for payment by the insurer of the insured amount, including additional and renewal policies, shall be maintained by the insured for the entire term of the note, and in case of expiration of the note, shall be maintained by the insured for a period of ten days prior to the expiration of the note, and in case of expiration of the note, shall be maintained by the insured for a period of ten days prior to the expiration of the note.

2. Mortgages shall pay for or reimburse any general taxes and special assessments, water charges, sewer service charges, and other charges against the premises which the mortgagor shall pay in full under protest, in the manner provided by statute, any law or assessment which may be levied or assessed against the premises, and the use thereof.

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Page 2

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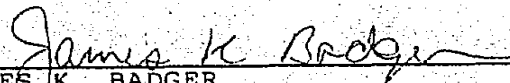
709237

RIDER TO TRUST DEED AND NOTE
DATED JANUARY 11, 1986, FROM
JAMES K. BADGER AND CAROLYNN I. BADGER, HIS WIFE
TO CHICAGO TITLE & TRUST CO. AS TRUSTEE


R-1. This Rider is incorporated in a certain Trust Deed and Note evidencing indebtedness arising from the purchase by James K. Badger and Carolynn I. Badger, his wife, of property commonly known as 922 Cherokee, Wilmette, Illinois. These instruments represent a purchase money note and mortgage. This Rider is a part of the Trust Deed and Note and the terms and provisions of the Trust Deed are incorporated in the Note and made a part thereof. In the event of conflict between the terms and provisions of this Rider and the Trust Deed and Note, the terms and provisions of this Rider shall prevail.

R-2. In the event of the sale, transfer, conveyance, or assignment of any interest in the property, the principal balance plus any accrued interest shall be immediately due and payable at the election of the holder of the Note. In that event, the holder of the Note shall give written notice of intention to accelerate the amount due under the Note. A conveyance of the property into an Illinois land trust shall not be considered a violation of this provision if the beneficiaries of the land trust are the makers of the Note and if they give a collateral assignment of the beneficial interest as additional security to secure the indebtedness evidenced by the Note.

R-3. The principal balance may be prepaid at any time without penalty.



JAMES K. BADGER



CAROLYNN I. BADGER

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County Clerk's Office

UNOFFICIAL COPY

TO THE HONORABLE CLERK OF THE COURT
IN AND FOR THE COUNTY OF JEFFERSON
STATE OF MISSOURI

IN RE: THE ESTATE OF JAMES H. BAKER, DECEASED.
JAMES H. BAKER AND CAROLINE B. BAKER, HIS WIFE,
PLAINTIFFS, VS.
THE CHICAGO TRUST COMPANY AS TRUSTEE,
DEFENDANT.

WHEREAS the undersigned is a duly qualified and acting
Clerk of the Court in and for the County of Jefferson,
State of Missouri, and has received from the Court
the following order to wit:

That the principal balance due to the estate of
James H. Baker, deceased, be paid to the undersigned
for the purpose of distributing the same to the
benefit of the estate.

8013380

C. F. HARTER, Clerk of the Court