

TRUST DEED

UNOFFICIAL COPY

86101627

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made February 27, 19 86 between The Winnetka Bank, a Corporation of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated May 7, 1976 and known as trust number R-131, herein referred to as "First Party," and First National Bank of Winnetka

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of \$35,000.00

Thirty five thousand and no/100-----Dollars, made payable to BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid in instalments as follows: Thirty five thousand and no/100---- dollars plus all interest due on the 26th day of August 1986.

Dollars on the day of 19 and

Dollars on the day of each 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 26th day of

August 19 86 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 $P+1\frac{1}{2}$ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in

Winnetka 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 First National Bank of Winnetka

in said City,

NOW, THEREFORE, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit

The South 60 feet except that part lying Northeasterly of a line drawn parallel with and 66 feet Southwesterly from right-of-way of Chicago and North Western Railroad Company right-of-way as measured at right angles therefor and except that part lying Westerly of the East line of Church Road (Formerly Church Street) of that part of Block 25 lying North of center line of Central Avenue (now Elder Lane) if extended, in Garland's Addition to Winnetka, in Section 21, Township 1/2 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.T.N. # 05-21-312-003

*Lender's Prime Interest Rate plus one and one half per cent as it exists from time to time.

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 time as First Party, its successors or assigns 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 thereon or thereabout 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 First Party or its 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

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.

This instrument prepared by: K. Pfutzenreuter C/O First National Bank of Winnetka
520 Green Bay Rd.
Winnetka, Illinois 60093

NAME First National Bank of Winnetka
STREET 520 Green Bay Rd.
CITY Winnetka, Illinois 60093

OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTIES HERE
David R. Abell and Ellen P. Abell
253 Church

Winnetka, Il. 60093

96111627

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NAMED HEREIN BEFORE THE TRUST DEED IS FILED OR RECORDED
SECURED BY THIS TRUST SHOULD BE IDENTIFIED BY THE TRUSTEE
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE
IS THE INSTRUMENT NOTED IN THE WITHIN TRUST DEED HAS BEEN DRAFTED AND PREPARED
BY THE SUCCESSORS OR THE SPONSOR OF THE FILER PARTY, IS SUBJECT TO THE SAME
TERMS AND CONDITIONS AS THE INSTRUMENT FOR WHICH IT WAS DRAFTED.
THE INSTRUMENT NOTED IN THE WITHIN TRUST DEED HAS BEEN DRAFTED AND PREPARED
BY THE SPONSOR OF THE FILER PARTY, IS SUBJECT TO THE SAME
TERMS AND CONDITIONS AS THE INSTRUMENT FOR WHICH IT WAS DRAFTED.
THE INSTRUMENT NOTED IN THE WITHIN TRUST DEED HAS BEEN DRAFTED AND PREPARED
BY THE SPONSOR OF THE FILER PARTY, IS SUBJECT TO THE SAME
TERMS AND CONDITIONS AS THE INSTRUMENT FOR WHICH IT WAS DRAFTED.

Trustee

Signature

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