



UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 22nd 1986 between JOHN B. ZAYNER and MELINDA J. ZAYNER, 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 One Hundred Thousand and no/100ths (\$100,000.00)

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 May 22nd, 1987 with interest thereon from May 22, 1986 until maturity at the rate of 9 $\frac{3}{4}$ per cent per annum, payable monthly on the 22nd day of June, 1986 and of 22nd day of each month, all of said principal and interest bearing interest after maturity at the rate of 12 $\frac{1}{2}$ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Palatine, 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 Beaubien and Asher

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, situated, lying and being in the

COUNTY OF Cook AND STATE OF ILLINOIS.

to wit:

Lot 18 in Sutton Creek, a subdivision of much of the North 1/2 of Section 21 and an exiguous part of the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 32 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 01-21-20,-005

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The Note secured by this Trust Deed may be prepaid at any time or times without premium or penalty.

At the sole option of the Obligor of the Note, the final payment of principal due under said Note may be extended up to Six (6) months, provided all monthly interest payments thereunder are current and monthly payment of interest will continue until final payment of principal. The monthly interest during the extended period, if any, will continue at Nine (9%) per cent per annum.

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 thereto or thereon used to supply heat, gas or 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, sunning, 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, such 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 S. and seal S. of Mortgagors the day and year first above written

(x) John B. Zayner

[SEAL]

(x) Melinda J. Zayner

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS.

County of Cook

ss

N. C. PAMEL,

a Notary Public in and for the residing in Cook County, in the State of Illinois, DO HEREBY CERTIFY THAT John B. Zayner and Melinda J. Zayner, his wife

who are personally known to me to be the same person S. whose name S. is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument at their, free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of May, 1986.

N. G. Daniel

Notary Public

