

712370

TRUST DEED

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act

86256899



Box 220

CTTC 11

2/10/86

Date

C. Gebuhr

Buyer, Seller or Agent

THE ABOVE SPACE FOR RECORDER'S USE ONLY

85-571 c/ll

THIS INDENTURE, made February 10, 1986, between THE NORTHBROOK TRUST AND SAVINGS BANK, as Trustee under Trust No. LT-2925 dated February 10, 1986 a corporation organized under the laws of the State of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or 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 One Hundred Forty-Eight Thousand Five Hundred (\$148,500.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from February 10, 1986 on the balance of principal remaining from time to time unpaid at the rate of 12.0% per cent per annum in instalments (including principal and interest) as follows: One Thousand Five Hundred Twenty-Five and No/100 (\$1,525.00)

Dollars or more on the 1st day of March 1986 and One Thousand Five Hundred Twenty-Five and No/100 (\$1,525.00)

Dollars or more on the 1st day of each month 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 1st day of March 2015. 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 13.0% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Wilmette, 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 Carl A. Gebuhr and Ione J. Gebuhr

PREPARED BY: GEORGE SWEARINGAN,

in said City.

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the Village of Wilmette COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 5 in Block 13 in Greenleaf and Morse's Subdivision of Blocks 12, 13, 15, 16, 19 and 21 in the Village of Wilmette, according to the plat of said Greenleaf and Morse's Subdivision, recorded September 18, 1872 in Book 20 of Plats, Page 85, in Cook County, Illinois. P.I.N. 05-34-219-005 Property Address: 817 Linden, Wilmette.

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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 Mortgagor 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 all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagor 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 Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

CORPORATE SEAL

BY Assistant Vice President ATTEST: Assistant Secretary

STATE OF ILLINOIS, County of Cook } SS. I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Assistant Vice President of the Northbrook Trust and Savings Bank and Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of 19

Notarial Seal

NOTARY PUBLIC

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED FEB. 10, 1986 UNDER TRUST NO. 672925

This mortgage is executed by Northbrook Trust & Savings Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Northbrook Trust & Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

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IN WITNESS WHEREOF, NORTHBROOK TRUST & SAVINGS not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer, the day and year first above written.

NORTHBROOK TRUST & SAVINGS BANK As Trustee as aforesaid and not personally,

By [Signature] Asst. Vice President
Attest [Signature] Trust Officer

STATE OF ILLINOIS) I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
) SS
COUNTY OF ~~COOK~~) Asst. Vice President of the NORTHBROOK TRUST & SAVINGS BANK, and
) Winnebago Trust Officer

Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that said Trust Officer, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of April, 1986
[Signature]
Notary Public

T/DEED/ADD

My Commission Expires Feb. 13, 1989

Exempt under provisions of Paragraph E, Section 4,
Real Estate Transfer Tax Act.

2/10/86
Date

[Signature]
Buyer, Seller or Agent

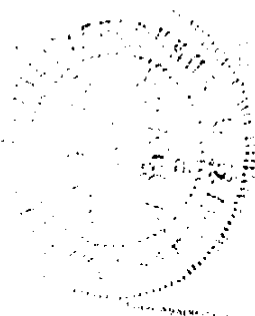
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Property of Cook County Clerk's Office

668992-98-86-256899

DEPT-01 RECORDING \$13.25
142222 TRAN 0258 06/24/86 10:15:00
#4227 # B *-86-256899
COOK COUNTY RECORDER



13 00 MAIL