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TRUST DEED

DEPT-91 RECORDING \$11.25
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#0346 # D * 86-330231
COOK COUNTY RECORDER
THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 1, 1986, between RALPH SCHIFF AND MARILYN SCHIFF, his wife, AND MARSHALL DeMAR

herein referred to as "Mortgagors," and

BANK OF COMMERCE & INDUSTRY

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 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 THIRTY THOUSAND AND NO/100 (\$130,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

BANK OF COMMERCE & INDUSTRY

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10-1/4 per cent per annum in instalments (including principal and interest) as follows:

One Thousand Two Hundred Four & 63/100 Dollars on the 1st day of August 1986 and One Thousand Two Hundred Four & 63/100 Dollars 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 July, 2011

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 15% 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 Bank of Commerce & Industry 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 Skokie COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THAT PART OF LOT 19 IN BLOCK 3 IN KRENN AND D'ATO'S DEVONSHIRE MANOR, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CURVED LINE OF SAID LOT 19 WHICH IS 55.89 FEET (AS MEASURED ALONG THE ARC) EASTERLY OF THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT 19 WITH THE AFORESAID CURVED LINE: THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 84 DEGREES 19 MINUTES 43 SECONDS WITH THE CHORD LINE OF THE LAST MENTIONED 55.89 FOOT ARC A DISTANCE OF 26.71 FEET TO A POINT: THENCE NORTHEASTERLY ALONG A LINE A DISTANCE OF 94.89 FEET TO THE CORNER OF SAID LOT 19 WHICH IS 16.0 FEET SOUTH OF THE NORTH LINE AND 16.17 FEET WEST OF THE EAST LINE OF SAID LOT 19, IN COOK COUNTY, ILLINOIS.

P.I.N. 10-15-401-041-0000

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, 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, equipments 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.

RALPH SCHIFF (SEAL) MARILYN SCHIFF (SEAL)
MARSHALL DeMAR (SEAL)
11 00 MAIL (SEAL)

Frances M. DiGiacomo

STATE OF ILLINOIS,) SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of Cook } Ralph Schiff, Marilyn Schiff and Marshall DeMar

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 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 1st day of July, 1986.

Notarial Seal

Frances M. DiGiacomo Notary Public

R. WYDRA

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