

TRUST DEED

UNOFFICIAL COPY

1986 AUG 19 AM 10:46

86362071

100 MAY 1979

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made **August 5, 1986**, between **Frank H. Hoell & Gloria Hoell, his wife, of the Village of Glencoe, County of Cook, State of Illinois**

herein referred to as "Mortgagors," and
THE WINNETKA BANK,

an Illinois corporation doing business in Winnetka, 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

******* Thirty Thousand & no/100 ***** (\$30,000.00) ***** Dollars,** evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE WINNETKA BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from

August 5, 1986 on the balance of principal remaining from time to time unpaid at the rate specified in said note, and in instalments as follows: **Five Hundred Dollars Principal plus Interest (\$500.00)**

Dollars on the **5th** day of **Sept.** **1986** and **Five Hundred Dollars Principal plus Interest**

Dollars on the **5th** 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 **5th** day of **August** **1991**

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 **prime rate + 3** per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 THE WINNETKA BANK in the Village of Winnetka, Cook County, Illinois.

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 Glencoe COUNTY OF COOK** AND STATE OF ILLINOIS, to wit:

**Lot 6 Green Bay Builders Subdivision of part of North East
1/4 of the North West 1/4 of section 18, Township 42 North, Range 13 East
of the Third Principal Meridian, In Cook County, Illinois.**

-14-
Permanent Real Estate Index Number: 05 104-058

Commonly known as **648 Country Lane, Glencoe, Illinois, 60022**

11 00

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 thereon or thereon used to supply heat, air, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm shades, and curtains, floor coverings, window blinds, and other heaters. All of the foregoing are deemed 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 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.

(SEAL) *Frank H. Hoell* (SEAL)

(SEAL) *Gloria Hoell* (SEAL)

STATE OF ILLINOIS

County of **Cook**

I, **Andrea Lederer**

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Frank H. Hoell & Gloria Hoell, his wife

who are personally known to me to be the same person whose name is 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this **5th** day of **August**, A.D. 19**86**.

Andrea Lederer
My commission expires **4/30/80**

Proposed By: Page 1

Bruce Marcell

791 Elm St Winnetka

86362071

