

TRUST DEED



CTTC 9

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made July 15 19 87 between TACE L. LINDHOLM and HILLEVI M. LINDHOLM, 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00)

AND 00/100 (\$200,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE BANK OF MICHIGAN FINNSTEEL, INC., an Illinois Corporation

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows: TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00) Dollars

or more on the 15th day of July 1992 and Dollars or more on the day of each month including the day of with final payment of the balance due on the day of interest from July 15, 1987 on the principal balance from time to time unpaid at the rate of 9.25 per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of 9.25 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 FINNSTEEL, INC., 1 Northbrook Place, 5 Revere Drive, Suite 1200, Northbrook, IL 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 Winnetka COUNTY OF COOK AND STATE OF ILLINOIS

to wit: Lot 7 in Block 3 of the Provident Mutual Land Association Subdivision of Block 7 to 12 both inclusive, 28 to 33 both inclusive, 54 to 59 both inclusive, in the Village of Winnetka being a subdivision of the West 1/2 of the North East 1/4 of Section 20, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX #05-20-205-009 AA 0 ASX PROPERTY ADDRESS: 952 Spruce, Winnetka, IL 60093

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COOK COUNTY CLERK'S OFFICE JUL 15 1987 12.25

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 in a priority 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) stoves, water heaters, radiators, doors and windows, floor coverings, inlaid 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 of the use, and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law 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.

STATE OF ILLINOIS, County of Cook } SS. I, Frederick C. Niemi, A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Tace L. Lindholm and Hillevi M. Lindholm, his wife who personally known to me to be the same person B whose name is here 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

Given under my hand and Notarial Seal this 15th day of July 1987

Notarial Seal Notary Public Form 134 Trust Deed - Individual Mortgagor Secures One Instalment Note with Interest in Addition to Payment. R. 11/75 Page 1

\$ 12.25

87-531480

UNOFFICIAL COPY

PLACE IN RECORDERS' OFFICE BOX NUMBER

Northbrook, IL 60062  
3 Levee Tr., Suite 200  
Plunsteel, Inc.  
Tage L. Lindholm, President

952 Spruce

FOR RECORDERS' INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

MAIL TO

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

IMPORTANT

CHICAGO TITLE AND TRUST COMPANY  
Trustee  
Assistant Secretary  
Assistant Vice President

720556

10. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

11. Trustee or successor shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises or to inquire into the validity of the signatures of the identity, capacity or authority of the signatories on the note or trust deed, nor shall Trustee be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct of that of the agent or employees of Trustee, and it may require independent title to be obtained before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee has executed a release hereof to and at the request of any person who shall either before or after its release, produce and exhibit to Trustee the note, representing that all indebtedness secured by this trust deed has been paid, which genuine note bears an identification number purporting to be placed thereon by a party, Trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a party, Trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a party, Trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee. The Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

15. No action for the enforcement of the term or of any provision hereof shall be subject to any defense which would not be good and assailable to the party intervening same in an action at law upon the note hereof.

16. Trustee or successor shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

17. Trustee shall release this trust deed and the lien thereon upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee has executed a release hereof to and at the request of any person who shall either before or after its release, produce and exhibit to Trustee the note, representing that all indebtedness secured by this trust deed has been paid, which genuine note bears an identification number purporting to be placed thereon by a party, Trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a party, Trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

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