TRUST DEED

87619837

Form 39

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 14, 1987, between WILLIAM L. WHITE AND JUNE F. WHITE, HIS WIFE

herein referred to as "Mortgagors", and YORK STATE BANK AND TRUST COMPANY an Illinois corporation doing business in Elmhurst 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 Two Hundred Sixty Thousand and no/100 ($260,000.00) DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to YORK STATE BANK AND TRUST COMPANY and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on May 20, 1988 with interest thereon from Nov. 14, 1987 until maturity at the rate stated in said note, payable in full on the 20th day of May, 1988

all of said principal and interest bearing interest after maturity at the rate of 17% per cent per annum, and all of said principal and interest being made payable at the office of York State Bank and Trust Company, in Elmhurst, 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 Burr Ridge COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER LYING NORTH AND WEST OF FLAG CREEK IN SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 8000 S. Wolf Road, Burr Ridge, Il.
PIN #18-31-201-020 and #18-31-201-021

87619837

THIS INSTRUMENT PREPARED BY
[illegible] ATTORNEY AT LAW
[illegible]
ELMHURST, ILLINOIS 60126

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 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.

Plus rider

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.

William L. White [SEAL] June F. White [SEAL]

William L. White June F. White

[SEAL] [SEAL]

STATE OF ILLINOIS, County of DuPage } ss.

I, Evelyn A. Hanrahan a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that William L. White and June F. White who personally known to me to be the same person s whose name s 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 14th day of November A.D. 19 87.

Evelyn A. Hanrahan
Notary Public.

OFFICIAL SEAL
EVELYN A. HANRAHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/28/89

First American Title Order # C20554 SOD

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TRUST DEED

MAIL TO:

19 87 , between ... F. WHITE, HIS WIFE

herein referred to as "Mortgagors," and YORK STATE BANK AND TRUST COMPANY

an Illinois corporation doing business in Elmhurst, 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 Two Hundred Sixty Thousand and no/100 ($260,000.00) DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to [illegible] and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on May 20, 1988 with interest thereon from Nov. 16, 1987 until maturity at the rate stated [illegible] in full on the 20th day of May, 1988

all of said principal and interest bearing interest after maturity at the rate of 17% per cent per annum, and all of said principal and interest being made payable at the office of York State Bank and Trust Company, in Elmhurst, Illinois.

DEPT-01 RECORDING $12.25
T#2222 TRAN 3046 11/18/87 14:07:00
#8279 # [illegible] *-87-617837
COOK COUNTY RECORDER

[illegible]

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

[illegible]

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8 7 6 1 9 8 3 7

<u>Supplement to Real Estate Loan Documents</u>

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE OF THIS LOAN.

This indebtedness may be prepaid in part or in full at any time with interest to date, without penalty. A \$5.00 charge will be made for any payment more than 10 days past due.

In all instances the holder of this indebtedness has a security interest for the payment of all property and assets of borrower which are in the possession or control of said holder and a right of set off in general deposits of borrower.

Payment of this indebtedness may not be assumed by anyone other than the mortgagor. Any such assumption will cause the principal sum remaining unpaid hereon, together with accrued interest thereon, at the election of the holder hereof and without notice to become at once due and payable.

The borrower hereby waives any and all rights of redemption from sale under any order of decree of foreclosure of this mortgage, on his own behalf and on behalf of each and every person, except decree or judgement creditors on the mortgagor acquiring any interest in or title to the premises subsequent to the date of this mortgage.

In the event the title of said property, any interest therein, or any part thereof, becomes vested in a person or persons other than the mortgagor, whether by sale or transfer; or if the title to the property is presently vested is a trust and any portion of the beneficial interest in the trust be assigned to anyone other than the mortgagee, then the principal sum remaining unpaid hereon, together with accrued interest shall, at the election of the holder hereof, and without notice become at once due and payable.

Date November 18, 1987

William L. White

William L. White

June F. White

June F. White

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