



CHARGE TO C.R.
TRUST DEED
727154

COPY COUNTY, ILLINOIS
FILED FOR RECORD

UNOFFICIAL COPY

1988 DEC 21 PM 1:40

88587144

88587144

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 1,
his wife

1988, between Carl Levine and Roberta Levine,

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 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 Seventy-Seven Three Hundred Thirty-Three and 22/100 (\$177,333.22)----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~REMARK~~ Mildred Levine

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 1, 1988 on the balance of principal remaining from time to time unpaid at the rate of 9 per cent per annum in instalments (including principal and interest) as follows:

One Thousand Three Hundred Thirty-One and 67/100 (\$1,331.67) Dollars or more on the 1st day of September 1988, and One Thousand Three Hundred Thirty-One and 67/100 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 October, 2010. 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 9% 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 Winston & Strawn, One First in said City,

*in the amount of \$1,331.67 Attn: Kimberley A. Budol

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 City of Winnetka COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Real Estate described in attached and hereby incorporated as Exhibit A.

Permanent Tax Number: 05-29-103-037

Property Address: 115 Woodley Road, Winnetka, IL 60093

1300

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, indoor 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.

[SEAL]

X Carl Levine

[SEAL]

[SEAL]

X Roberta L. Levine

[SEAL]

STATE OF ILLINOIS,

{ SS.

I, Millie E. Knowles

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

County of Cook THAT Carl Levine and Roberta L. Levine, his wife

who _____ personally known to me to be the same person as whose name is are _____ 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

"OFFICIAL SEAL"

MILLIE E. KNOWLES

Notary Public, State of Illinois my hand and Notarial Seal this 1st day of September 1988.

My Commission Expires Aug. 10, 1992

Millie E. Knowles

Notary Public

Notarial Seal

UNOFFICIAL COPY

"EXHIBIT A"

Parcel 1:

That part of Lot 8 in Nergard's Subdivision of part of the West half of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian according to the plat thereof recorded July 10, 1917 as document 6150238 in Book 152 of Plats, Page 2 described as follows: beginning at a point in a line 262.3 feet Southerly of and parallel with the North line of said Lot 8, 617.22 feet East of the West line of Lot 8 thence Easterly along this said line being 262.3 feet Southerly of and parallel with the North line of Lot 8 aforesaid to the intersection of this said line with a line drawn from a point 231 feet South of the North line of said Lot 8 and distant 491.42 feet West of the East line of the West half of said Section 29 to a point in the South line of said Lot 8, 829.12 feet distant from the South West corner of said Lot 8 distant 829.12 feet from the South West corner of Lot 8 thence Westerly along the South line of Lot 8 to a point 617.22 feet East of the South West corner of Lot 8 thence Northerly along a line parallel with the West line of Lot 8 and distant 617.22 feet therefrom to the point of beginning.

Parcel 2:

The North 16-1/2 feet of Lot 9 in Nergard's Subdivision of part of the West half of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian according to the plat thereof recorded July 10, 1917 as document no. 6150238 in Book 152 of Plats Page 2 excepting therefrom the East 491.42 feet and the West 617.22 feet thereof, all in Cook County, Illinois.

727-15-1

REC'D
CLERK'S OFFICE
CIR 1978