

UNOFFICIAL COPY

TRUST DEED
Courtney W. & Shirley L. Hays
2132 Robin Crest Lane
Glenview, IL 60025

88023245 3 2 1 5

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 11, 1988, between

Courtney W. & Shirley L. Hays, his wife as joint tenants

herein referred to as "Mortgagors," and **First National Bank of Lake Forest**, a National Banking Association, having its principal office in Lake Forest, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the ~~loan~~ ^{Promissory} Note hereinafter described, in the principal sum of ~~One hundred thirty five thousand and no/100~~ ^{One hundred thirty five thousand and no/100} ***** Dollars, evidenced by one certain ~~instrument~~ ^{Promissory} Note (identified by the Certificate of the Trustee hereon) of the Mortgagors of even date herewith, made payable to ~~BEARER~~ ^{BEARER}, and delivered, in which Note the Mortgagors promise to pay the principal sum and interest on the balance of principal remaining from time to time unpaid at the rate therein stated in instalments as follows:
Interest paid monthly to begin on February 11, 1988
~~XXXXXX~~

~~XXXXXX~~ until the note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 11th day of January, 1991** all such payments on account of the indebtedness evidenced by the 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 ~~per note~~ % per annum, and all of the principal and interest being made payable at such banking house or trust company in Lake Forest, Illinois, as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the First National Bank of Lake Forest in Lake Forest, Illinois.

NOW, THEREFORE, the Mortgagors do secure the payment of the principal sum of money and 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, situated in the

County of Cook and State of Illinois, to wit:

Lot 136 in Wyatt & Coons County Place Unit #5, being a Subdivision of part of the Southeast 1/4 of the Southeast 1/4 of Section 34, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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2132 Robin Crest Lane.

PTN: 04-34-413-023 HJO M.

* First National Bank of Lake Forest
** and all extensions, renewals & substitutions thereof

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 hereof for so long and during all such times as mortgagors may be entitled thereto (which are pledged primarily and on a parity with the 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, inlaid beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of the 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 a part of the real estate.

TO HAVE AND TO HOLD the premises unto the 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 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 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(s) and seal(s) of Mortgagor(s) the day and year first above written.

Courtney W. Hays (SEAL) _____ (SEAL)
Shirley L. Hays (SEAL) _____ (SEAL)

STATE OF ILLINOIS } I, the undersigned
COUNTY OF Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Courtney W. & Shirley L. Hays

who are personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered such 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 11 th day of January, A.D. 1988
Abner J. Abner
Notary Public

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