

UNOFFICIAL COPY

TRUST DEED

FEB-3 '88 03139 88050625 - A - Rec

12:00

FORM NO. 7

THE ABOVE SPACE FOR RECORDERS USE ONLY

88050625

THIS INDENTURE, made November 23, 19 87, between Jack N. Best and Joy L. Best, his wife

herein referred to as "Mortgagors", and THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, an Illinois corporation doing business in Arlington Heights, 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 FIFTY TWO THOUSAND THIRTY EIGHT AND NO/100----- (\$52,038.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 23, 1987 on the balance of principal remaining from time to time unpaid at the rate of 10.50 per cent per annum in instalments as follows: ONE THOUSAND ONE HUNDRED EIGHTEEN AND 50/100----- (1118.50)-----

Dollars on the 23rd day of December 19 87 and continuing monthly in the amount of ONE THOUSAND ONE HUNDRED EIGHTEEN AND 50/100---- (\$1,118.50) Dollars on the 23rd 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 23rd day of November 1992. 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Arl. Hts. 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 Bank and Trust Company of Arlington Heights 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 26 in Surrey Park East, being a Resubdivision of Lot 2 in Surrey Park Planned Development, being a Subdivision in Section 8, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 08-08-416-049-0000
Common Address: 1523 Bray Court
Arlington Heights, IL 60007

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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 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.

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] Jack N. Best [SEAL]
[SEAL] Joy L. Best [SEAL]

STATE OF ILLINOIS, I, Georgia Kondiles
County of Cook ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jack N. Best and Joy L. Best

who are personally known to me to be the same persons 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 23rd day of November A.D. 1987
Georgia Kondiles
Notary Public.

15.00

RECORDED BY: DENNIS A. KALUSO

RECORDERS OFFICE, NO. 100, N. W. CORNER OF

INSTRUCTIONS

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V
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D

Actn: Dennis A. Kaluso

900 E. Kensington Rd.
Arlington Hts., IL 60004
Arlington Hts.
The Bank and Trust Company of

CITY
STREET
NAME

FOR RECORDS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIPTED PROPERTY HERE

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDERS...
THE BANK & TRUST COMPANY OF ARRLINGTON HILLS...
The instrument mentioned in the within Trust Deed has been identified

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

- Mortgagee shall... (1) promptly repair, restore or rebuild any building or improvement now or hereafter situated on said premises...
- Mortgagee shall... (2) keep said premises in good condition and repair, without waste, and free from mechanic's liens or other liens or claims...
- Mortgagee shall... (3) promptly repair, restore or rebuild any building or improvement now or hereafter situated on said premises...
- Mortgagee shall... (4) keep said premises in good condition and repair, without waste, and free from mechanic's liens or other liens or claims...
- Mortgagee shall... (5) promptly repair, restore or rebuild any building or improvement now or hereafter situated on said premises...
- Mortgagee shall... (6) keep said premises in good condition and repair, without waste, and free from mechanic's liens or other liens or claims...
- Mortgagee shall... (7) promptly repair, restore or rebuild any building or improvement now or hereafter situated on said premises...
- Mortgagee shall... (8) keep said premises in good condition and repair, without waste, and free from mechanic's liens or other liens or claims...
- Mortgagee shall... (9) promptly repair, restore or rebuild any building or improvement now or hereafter situated on said premises...
- Mortgagee shall... (10) keep said premises in good condition and repair, without waste, and free from mechanic's liens or other liens or claims...

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