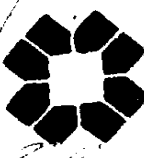


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UNOFFICIAL COPY TRUST DEED SUBJECT & SUBORDINATE TO MORTGAGE MADE BY THE NORTHERN TRUST COMPANY LTD 8/31/89 for \$225,000.00, document# 11-19-217-016



THIS INSTRUMENT PREPARED BY JOLIE A. HOREN FIRST ILLINOIS BANK OF WILMETTE

1989 SEP -5 11 2:55

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11-19-351 F.K. 4/10

THIS INDENTURE, made AUGUST 31, 19 89 between RAYMOND J. GREEN AND BARBARA J. BUCHBINDER-GREEN, HUSBAND AND WIFE

herein referred to as "Mortgagors", and THE WILMETTE BANK, an Illinois banking corporation, located in Wilmette, Illinois, herein referred to as TRUSTEE, witnesseth: n/k/a FIRST ILLINOIS BANK OF WILMETTE THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note herein after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

THREE HUNDRED THOUSAND AND NO/100 * * * * DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on AUGUST 31, 1990 with interest thereon from AUGUST 31, 1989 until maturity at the rate of P+1F * per cent per annum, payable AT MATURITY, AUGUST 31, 1990 all of said principal and interest bearing interest after maturity at the rate of THEN CURRENT per cent per annum, and all of said principal and interest to be made payable at such banking house or trust company in WILMETTE 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 WILMETTE BANK, in said city.

NOW, THEREFORE the Mortgagors do hereby agree to 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 hereon contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid to the Trustee, whereof is hereby acknowledged, do hereby present CONVEY and WARRANT into 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 EVANSTON, COUNTY OF COOK AND STATE OF ILLINOIS

LOT 19 IN BLOCK 4 IN PLAT OF BLOCKS 4, 5 AND 6 IN WHITE'S ADDITION TO EVANSTON SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1889 AS DOCUMENT 1121118 IN BOOK 34 OF PLATS PAGE 28 ALL IN COOK COUNTY, ILLINOIS.

PIN #: 11-19-217-016

which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto including, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be "in" default which are pledged primarily and immediately with said real estate and not secondarily and all apparatus, equipment or articles now or hereafter thereon 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, in-door 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.

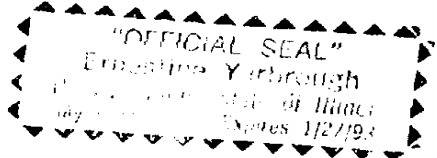
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns forever, for the purposes, and upon the use and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 of the reverse side of this trust deed shall be read and construed as if they were a part hereof, and shall be binding on the Mortgagors, their heirs,

STATE OF Cook

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Raymond J. Green & Barbara J. Buchbinder-Green, H W personally known to me to be the same person(s) who have here subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 25th day of September, 1989.

My Commission Expires:



Ernestine Yarbrough Notary Public

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

1. Mortgagors shall promptly repair, rest, or rebuild any buildings or improvements now or hereafter on the premises which may be damaged, destroyed, damaged, or destroyed... (text continues)

2. Mortgagors shall pay before maturity all taxes and shall pay special taxes, special assessments, and other charges... (text continues)

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, wind, storm, and such other hazards... (text continues)

4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or the Holders of the Note may, but need not, make any payment... (text continues)

5. Trustee or the Holders of the Note hereby secured making any payment hereon by authority of a public officer... (text continues)

6. Mortgagors shall pay a certain amount of indebtedness herein mentioned, both principal and interest, when and where required... (text continues)

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Note or Trustee shall have the right to close the lien hereon... (text continues)

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... (text continues)

9. Upon or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver... (text continues)

10. Upon partial or total completion of the premises and upon demand of the Holders of the Note, the Mortgagors shall pay over to the Holders of the Note... (text continues)

11. No action for the enforcement of the covenant of any person hereof shall be subject to any defense which would not be paid and available to the party... (text continues)

12. Trustee or the Holders of the Note shall have the right to inspect the premises at all reasonable times... (text continues)

13. Trustee has no duty to examine the title, location, existence, or condition of the premises... (text continues)

14. Trustee shall release this Trust Deed and the lien thereon by proper instrument upon presentation of a satisfactory title... (text continues)

15. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles... (text continues)

16. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under it... (text continues)

17. Without the prior written consent of the Holders of the Note, the Mortgagors shall not convey or can be taken to the Premises... (text continues)

18. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule... (text continues)

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IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE WILMETTE BANK TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No. 53409-1 THE WILMETTE BANK Trustee: John A. Stoen Secretary: Vice President

MAIL TO: FIRST ILLINOIS BANK OF WILMETTE 1200 CENTRAL AVENUE WILMETTE, ILLINOIS 60091

FOR REORDER IN ENVELOPE PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1026 MICHIGAN AVENUE EVANSTON, ILLINOIS 60202

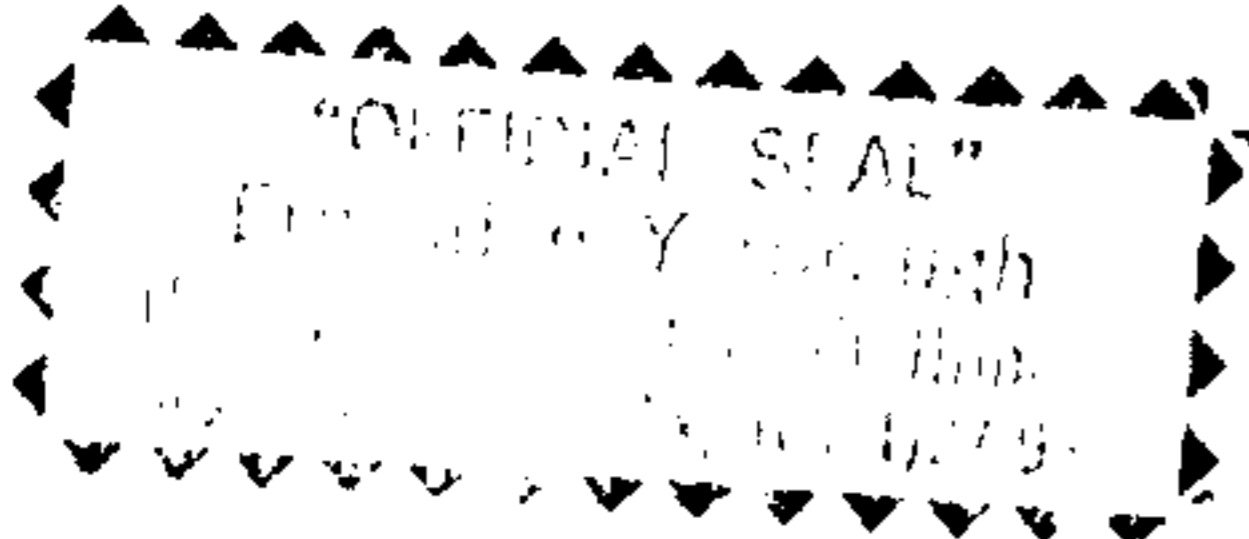
UNOFFICIAL COPY

State of Cook

I, the undersigned, do hereby certify that Raymond J. Green & Barbara J. Buchbinder-Green, H W personally appeared before me and are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of September, 1989

My Commission Expires:



Handwritten signature of Ernestine J. ... Notary Public

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UNOFFICIAL COPY

LOT 19 IN BLOCK 4 IN PLAT OF BLOCKS 4, 5 AND 6 IN WHITE'S ADDITION TO
EVANSTON SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1889
AS DOCUMENT 1121118 IN BOOK 34 OF PLATS PAGE 28 ALL IN COOK COUNTY,
ILLINOIS.

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Property of Cook County Clerk's Office