

TRUST DEED

UNOFFICIAL COPY

89521233

Form 134

EXCS. 9

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 31, 1989 between FIRST ILLINOIS BANK OF EVANSTON, AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 31, 1989 AND KNOWN AS TRUST NUMBER R-3662

AS TRUSTEE, ~~KENNETH W. SNYDER~~ herein referred to as "Mortgagors", and RUTH M. SNYDER, ~~KENNETH W. SNYDER~~ doing business in Chicago, 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 TWENTY SIX THOUSAND AND NO/100'S Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to ~~KENNETH W. SNYDER~~ RUTH M. SNYDER, TRUSTEE UNDER THE WILL OF KENNETH W. SNYDER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows: ONE HUNDRED NINETY FIVE AND NO/100'S

Dollars on the 1st day of October 1989 and ONE HUNDRED NINETY FIVE AND NO/100'S Dollars on the 1st day of each month thereafter, to and including the 1st day of October 1994, with a final payment of the balance due on the 31st day of October 1989, with interest

on the principal balance from time to time unpaid at the rate of ~~9~~ per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of ~~9~~ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 RUTH M. SNYDER 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 ~~City of Chicago~~ COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE NORTH 11.00 FEET OF LOT 30 AND THE SOUTH 19.00 FEET OF LOT 31 IN THE RESUBDIVISION OF BLOCK 3 IN SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

It is expressly understood and agreed by and between the parties herein, pursuant hereto to the contrary notwithstanding, that such documents as aforesaid shall be executed, drawn, delivered and recorded in such manner as will be necessary for the protection and preservation of the rights and interests of the parties, and in accordance with the requirements of law, and that the same shall not be construed as being for the sole benefit of the Trustee, or for the sole benefit of the Mortgagors, or for the benefit of either party in equal proportions, or otherwise than as provided by law. This instrument is given and delivered under seal and may be executed in two or more counterparts, each of which shall be deemed an original hereof, and such counterparts may be delivered in writing, by facsimile, or otherwise, by electronic mail, or otherwise, and when so done, it shall be deemed that all such counterparts have been delivered at the same time and place, and shall be deemed to be one and the same instrument.

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 time as the Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment, articles, household or heretofore thereon, or thereon used to supply heat, gas, air, lighting, 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 bed curtains, 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, no 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.

First Illinois Bank of Evanston, N.A.
attest: *Susan G. Mock* [SEAL] Trust NO. R3662 as Trustee and not *[SEAL]*
Personnally

ASSISTANT ADMINISTRATOR

Susan G. Mock [SEAL] SVP [SEAL]

STATE OF ILLINOIS.

As, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Lori R. Pachek and Susan G. Mock

County of *Cook*
OFFICIAL SEAL
SUSAN G. MOCK
Notary Public, Cook County
State of Illinois
My Commission Expires 8-29-92

Who *AFC* 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 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 31st day of October 1989, A.D. 19

