



UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 1,

1989, between JAMES D. WASCHER

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 Sixty Thousand and 00/100 (\$160,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER VIRGINIA B. WASCHER As Trustee named in her Declaration of Trust Dated October 18, 1989,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 1, 1989 on the balance of principal remaining from time to time unpaid at the rate of Nine (9) percent per annum in instalments (including principal and interest) as follows: One Thousand

Three Hundred Forty-two and 71/100 (\$1,342.71) Dollars or more on the 1st day of September 1989 and \$1,342.71 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 August, 2014. 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 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 VIRGINIA B. WASCHER, 2135 Kenilworth Avenue, Wilmette, Illinois, as Trustee named in her Declaration of Trust dated October 18, 1989.

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 in 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 Village of Wilmette, COUNTY OF AND STATE OF ILLINOIS, to wit:

UNIT 1827-E IN WILLOW DAYTON PLACE TOWNHOUSE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 41 TO 47 BOTH INCLUSIVE, AND THE WEST 60 FEET OF LOT 48 (EXCEPT THE SOUTH 7.52 FEET THEREOF) IN BLOCK 1 OF THE SUBDIVISION OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREIN REFERRED TO AS PARCEL); WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1984 AND KNOWN AS TRUST NUMBER 62747 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 85162137, AS AMENDED FROM TIME TO TIME TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILL. PERMANENT INDEX NUMBER: 14-32-414-071-1012

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which, with the property hereinafter described, is referred to herein as the "premises," COMMONLY KNOWN AS 1827-E N. DAYTON TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all public 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, inlaid 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 for 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] JAMES D. WASCHER [SEAL]

STATE OF ILLINOIS, I, FRANK FERNHOLZ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES D. WASCHER

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth. Under my hand and Notarial Seal this 12th day of October, 1989. Frank Fernholz, Notary Public



