

TRUST DEED

(No. 2)

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 13 19 89, between MICHAEL J. MILLER AND SANDRA MILLER, HUSBAND AND WIFE

herein referred to as "Mortgagors", and

HARRIS BANK WINNETKA, a National Banking Association, organized and existing under the laws of the United States of America, with its principal office in the Village of Winnetka, County of Cook, State of Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of (\$25,000.00) TWENTY-FIVE 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 HARRIS BANK WINNETKA, National Association

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on or before January 20, 1994, the maturity date with interest thereon from January 13, 1989 until maturity at the rate of Prime + 1% per cent per annum, payable monthly beginning February 20, 1989 and monthly thereafter

all of said principal and interest bearing interest after maturity at the rate of P + 3%* per cent per annum, and all of said principal and interest being made payable at such banking house in Winnetka, 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 HARRIS BANK WINNETKA, National Association 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 Village of Buffalo Grove COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 49 in Buffalo Grove Unit Number 1, a Subdivision in the Northwest quarter of Section 4, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded March 28, 1957 as Document No. 16862056, in Cook County, Illinois.

Property Tax I.D. No.: 03-04-105-012 Volume 231

RECORDING 12.00
89065596HH
CHECK 12.00
1405A000 14:15
02/10/89

*Lender's Prime Interest Rate plus 1%, said prime rate subject to change from time to time. However upon maturity, demand or default, the rate will be increased to the Lender's Prime Interest Rate plus 3%.

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 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, 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.

[Signature of Michael J. Miller]

Michael J. Miller

[SEAL]

[Signature of Sandra Miller]

Sandra Miller

[SEAL]

[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 Michael J. Miller and Sandra Miller

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

"OFFICIAL SEAL"

delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Barbara T. Custer

Given under my hand and Notarial Seal this 13th day of January, 19 89.

Notary Public, State of Illinois My Commission Expires 10/20/92

Notarial Seal

[Signature of Barbara T. Custer]

Notary Public

BE

UNOFFICIAL COPY

PLACE IN RECORDERS OFFICE BOX NUMBER

Buffalo Grove, IL 60089

HARRIS BANK WINNETKA
P.O. BOX 216
Winnetka, IL 60093

FOR RECORDERS INDEX PURPOSES
INSURE STRIP ADDRESS OF ABOVE
DESCRIBED PROPERTY HEREIN
6 Brucewood Court
Buffalo Grove, IL 60089

MAIL TO:

HARRIS BANK WINNETKA, N.A. Identification No. 011389

Trustee:

By *[Signature]*
Ann V. Tyler
Assistant Trust Officer
Assistant Secretary
Assistant Vice President

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY HARRIS BANK WINNETKA, N.A. BEFORE THE TRUST DEED IS FILED FOR RECORD.

11. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power of attorney given under a power of attorney, or to act as an escrow agent, unless it is specifically requested by the signatories on the note or trust deed, in which case Trustee shall be liable for its own negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnification and reimbursement for its costs and expenses in connection with the performance of its duties hereunder, including the cost of any title insurance or title abstracting, and the cost of any title search, including the cost of any title insurance or title abstracting, and the cost of any title search, including the cost of any title insurance or title abstracting.

12. Trustee shall be liable to the lender for any loss or damage to the property or for any other loss or damage to the lender, including the cost of any title insurance or title abstracting, and the cost of any title search, including the cost of any title insurance or title abstracting.

13. Trustee shall be liable to the lender for any loss or damage to the property or for any other loss or damage to the lender, including the cost of any title insurance or title abstracting, and the cost of any title search, including the cost of any title insurance or title abstracting.

14. Trustee shall be liable to the lender for any loss or damage to the property or for any other loss or damage to the lender, including the cost of any title insurance or title abstracting, and the cost of any title search, including the cost of any title insurance or title abstracting.

95-235-23