

UNOFFICIAL COPY 89085438

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TRUST DEED

1960-1961

1939-SCB 27 AM 11:51

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THIS INDENTURE, made February 20

THE ABOVE SPACE FOR RECORDER'S USE ONLY

William D. Gilfillan and Ann M. Gilfillan, his wife,¹

1939, between

an Illinois corporation 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
One Hundred Thousand and No/100 (100,000.00) 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 February 20, 1989 on the balance of principal remaining from time to time unpaid at the rate of Eleven (11%) per cent per annum in instalments (including principal and interest) as follows:

Two Thousand One Hundred Seventy Four and 24/100 Dollars on the 20th day of March 1989, and \$2,174.24 Dollars on

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 20th day of February 19 94 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 11% per annum, and all of said principal and interest being made payable at such banking house or trust company in Palatine, 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 Jack and Geraldine Amoroso, 301 N. Main Street, Elmwood, Palatine, IL 60067

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 Skokie, COUNTY OF COOK AND STATE OF ILLINOIS,

Lots 29 and 30 in Block 2 in Circuit Court Partition of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18 in William Lill, Administrators Subdivision of the Northeast $\frac{1}{4}$ of Section 28, Township 41 North, Range 13 East of the Third Principal Meridian, (except therefrom that portion thereof falling within Lots 5 and 6 of County Clerk's Division of Section 23, aforesaid) in Cook County, Illinois.

Permanent Index No.: 10-28-200-039 and 10-28-200-040

Commonly known as: 7887 Lincoln, Skokie, IL

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 of 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 S..... and seal S..... of Mortgagors the day and year first above written.

X D. Gilfillan [SEAL] *X Ann M. Gilfillan* [SEAL]
William D. Gilfillan [SEAL] Ann M. Gilfillan [SEAL]

STATE OF ILLINOIS,
County of Cook

who are 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.

Given under my hand and Notarial Seal this 20th, day of February, 1989.

Notarial Seal

UNOFFICIAL COPY

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TOEFL TEST

7887 LINCOLN
FOR RECORDERS INDEX PURPOSES
DESCRIPTIVE ADDRESS OF ABOVE
DESCRIPTIVE PROPERTY HERE

Barrington, IL 60010

38 W. Station St.

MAIL TO:

THE NOTE SECURED BY THIS TRUST DEED SHOULD
BE IDENTIFIED BY CHICAGO TRUST COMPANY
BEFORE THE TRUST DEED IS FILED FOR RECORD.

IMPOR TANT

89952 *Revised version of the original document.*

15. **Reconsider or Registration of Title.** In which this instrument shall have been executed by the registrant, and in the office of the Recorder of Deeds, or Reconsiderer of Registration of Title, in which this instrument shall have been registered as a matter of record.

12. Trustee has no duty to examine the title, location, existence of conditions or covenants of the premises, or authority of the surveyor, capable of detecting or describing in the notice of survey made to record titles trustee of its own interest in property.

13. Trustee shall release his interest in the land or improvements of Trustee, and may require immediate payment to it before releasing any power herein given.

the addressees of this postcard necessarily knew that it was intended for the addressee to whom it was addressed, and expressed their thanks for the kind words contained in the postcard.

1. **Attorneys:** shall ((1) promptly report, record or forward any building or improvement or fixture to the lessor, and (2) keep and maintain such records as may be necessary to determine the amount of compensation due to the lessor for damage or destruction of such property.
2. **Landlord:** shall ((1) pay within one month after receipt of written notice by the lessee, the amount of compensation due to the lessor for damage or destruction of such property, and (2) pay within one month after receipt of written notice by the lessee, the amount of compensation due to the lessor for damage or destruction of such property.
3. **Provisions:** shall ((1) provide for the payment of taxes, insurance premiums, maintenance expenses, and other expenses of the property, and (2) pay within one month after receipt of written notice by the lessee, the amount of compensation due to the lessor for damage or destruction of such property.
4. **Lessor:** shall ((1) pay within one month after receipt of written notice by the lessee, the amount of compensation due to the lessor for damage or destruction of such property, and (2) pay within one month after receipt of written notice by the lessee, the amount of compensation due to the lessor for damage or destruction of such property.

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