

UNOFFICIAL COPY

TRUST DEED

(No. 2)

89031790

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 24, 19 89, between Julian M. Hawes and Julia A. Brannon, 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 226,000.00

TWO HUNDRED TWENTY SIX 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 N.A.

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum One (1) year years after date with interest thereon from date of disbursement until maturity at the rate of P+2 1/2%** per cent per annum, payable on the 24th day of February, 1990, all of said principal and interest bearing interest after maturity at the rate of P+3 1/2%** 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 N.A. 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 Kenilworth COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 41 and 42 in James Rice Brown addition to Kenilworth being a subdivision of 8 acres in North East 1/4 of Section 28, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 611 Roger, Kenilworth, IL P.I.N. 05-28-103-100 Vol. 103

**Lender's Prime Interest Rate plus two percent as it exists from time to time. However, upon maturity or default, the rate will increase to the Lender's Prime Interest Rate plus three percent.

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CLERK OF COOK COUNTY

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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.

Julian M. Hawes (SEAL) Julia A. Brannon (SEAL)

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT County of Cook Julian M. Hawes and Julia A. Brannon

Notary Seal: MARY D. McHUGH, Notary Public, State of Illinois, My Commission Expires: 8-7-91. Given under my hand and Notarial Seal this 24th day of FEBRUARY, 19 89.

