

UNOFFICIAL COPY

TRUST DEED

(No. 2)

1989 APR 3 PM 1 07

89143544

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 27, 19 89, between Harris Bank Winnetka N.A. Not Personally But As Trustee Under Trust Agreement Dated March 15, 1989 known as Trust L-3635

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 (\$182,000.00)

ONE HUNDRED EIGHTY TWO 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) years after date with interest thereon from disbursement date until maturity at the rate of P+1.00%* per cent per annum, payable on the 1st day of April, 1989 and continuing on the same day of each consecutive month thereafter until fully paid.

, all of said principal and interest bearing interest after maturity at the rate of P+3.00%* 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 Northbrook COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

PARCEL 1: The Northeasterly 41.18 feet of Lot 5 in Winchester Lane North Subdivision being a Subdivision in the North East 1/4 of Section 1, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded November 10, 1988 as Document 88522636;

PARCEL 2: Easement for ingress and egress for benefit of Parcel 1 as set forth in the Winchester Lane North declaration of party wall rights, covenants, conditions, restrictions and easements recorded December 22, 1988 as Document 88589852 in Cook County, Illinois.

P.I.N. 03-01-201-004-0000 & 03-01-201-007-0000
Property Commonly Known as: 24 Caribou Crossing, Northbrook, IL 60062

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

13.00

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.

HARRIS BANK WINNETKA

By:

..... | SEAL |

ATTEST:

..... | 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

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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of 19 89.

Notarial Seal

Notary Public

72-04-8095
10200388

89143544

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HARRIS BANK WINNETKA N.A.
520 Green Bay Road
Winnetka, IL 60093
Attn: M. McHugh

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
24 Caribou Crossing
Northbrook, IL 60062

MAIL TO:

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

IMPORTANT

Identification No. 3-27-89
HARRIS BANK WINNETKA, N.A.
Trustee

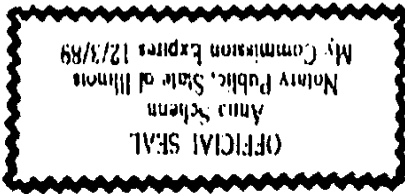
Assistant Trust Officer
Assistant Secretary
Assistant Vice President

Helene M. O'Hara
Asst. Vice Pres.

1. Mortgage shall...
2. Mortgagees shall pay before any penalty...
3. Mortgagees shall keep all buildings and improvements now or hereafter on the premises...
4. Mortgagees shall pay for any and all...
5. The Trustee of the note hereby secured...
6. Mortgagees shall keep all buildings and improvements now or hereafter on the premises...
7. When the indebtedness is...
8. The proceeds of any sale...
9. Upon or at any time...
10. No action for the enforcement...
11. Trustee of the holders...
12. Trustee has no duty to examine...
13. This Trust Deed and all provisions...
14. Trustee may remain...
15. Trustee shall be deemed to be...

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

89143544



Notary Public

day of March 1989
GIVEN under my hand and Notary Seal this

Bank, for the uses and purposes therein set forth.
said Bank, did affix the said corporate seal of said Bank, and as the free and voluntary act of said
their own and voluntary act, and as the free and voluntary act of said Bank, did also
and acknowledged that they signed and delivered the said instrument as their
President and Secretary respectively, appeared before me this day in person
whose names are subscribed to the foregoing instrument as such
acting of said Bank, personally known to me to be the same persons
and _____ Pat K. Erickson, Assist. Trust Officer
Vice President of HARRIS BANK WINNETKA, N.A.

A Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____ Pat K. Erickson

the undersigned

State of Illinois, } 89
COUNTY OF COOK

This Mortgage/Trust Deed is recited by Harris Bank
Minnetka, not personally but as trustee as aforesaid, in
the exercise of the power and authority conferred upon and
vested in it as such trustee, and it is expressly
understood and agreed by the Mortgage/Trustee herein and
by every person now or hereafter claiming any right or
security hereunder that nothing contained herein or in the
note secured by this Mortgage/Trust Deed shall be
construed as creating any liability on Harris Bank
Minnetka personally to pay said note or any interest that
may accrue thereon, or any indebtedness accruing hereunder
or to perform any covenants within express or implied
herein contained, all with full effect, if any, being
expressly waived, and that any recovery on this
Mortgage/Trust Deed and the note secured hereby shall be
solely against and out of the property hereby conveyed by
enforcement of the provisions hereof and of said note, but
this waiver shall in no way affect the personal liability
of any co-obligor, endorser or guarantor of said note.
Notwithstanding anything to the contrary appearing in said
Mortgage/Trust Deed, the said Harris Bank
Minnetka, makes no warranty of title to the trust
property.

IN WITNESS WHEREOF, HARRIS BANK WINNETKA, NATIONAL ASSOCIATION, not personally but as
trustee as aforesaid, has caused these presents to be signed by its Assistant Secretary, the day and year first above written.

HARRIS BANK WINNETKA, N.A.
As Trustee as aforesaid and not personally.

By _____
Senior Vice President

ATTEST _____
Patricia Lee, Assist. Trust Officer

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THE UNIVERSITY OF CHICAGO PRESS
54 EAST LAUREL STREET, CHICAGO, ILL. 60607