

TRUST DEED

(No. 2)

COOK COUNTY, ILLINOIS

FEB 15 1990 2:38

20078688

90078688

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 15

19 90, between

Philip H. Schaff, Jr., married to Mary J. Schaff

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 (\$1,005,442.01)

ONE MILLION FIVE THOUSAND FOUR HUNDRED FORTY-TWO AND 01/100 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 year years after date with interest thereon from date of disbursement until maturity at the rate of P+1.5** per cent per annum, payable semiannually beginning 8/15/90 in each

year, 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 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, situated, lying and being in the

COUNTY OF COOK

AND STATE OF ILLINOIS,

to wit:

Lot 1 in Block 31 in Oxford Addition to Kenilworth, a Subdivision of Sections 27 and 28, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as 220 Woodstock, Kenilworth, IL

PIN: 05-27-108-001

1300

THIS IS NOT A HOMESTEAD PROPERTY.

**Lender's prime interest rate plus one percent as it exists from time to time. However upon maturity, demand and an event of default, the rate will increase to the Lender's prime rate plus three percent.

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 thereon 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, indoor 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.

X / Philip H. Schaff, Jr.

[SEAL]

[SEAL]

STATE OF ILLINOIS.

ss.

I, the undersigned,
a Notary Public in and for and residing in said County, in the State aforesaid DO HEREBY CERTIFY THAT
Philip H. Schaff, Jr., MARRIED TO MARY J. SCHAFFOFFICIAL SEAL who is personally known to me to be the same person _____ whose name is _____ subscribed to the foregoing
Instrument in person and acknowledged that he _____ signed, sealed and
Notary Public, State of Illinois, affixed the said instrument as his _____ free and voluntary act, for the uses and purposes therein set forth.
My Commission Expires 8-24-93 Given under my hand and Notarial Seal this 15th day of February 1990.

Jeffrey T. Tyler Notary Public

Notarial Seal

Form TDZ-1, Deed, Indiv. Single Term

Page 1

THIS DOCUMENT PREPARED BY: Ann T. Tyler, Harris Bank Winnetka N.A., Winnetka, IL

#5371 BARRONET

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BY DATE NUMBER

Shao-mu-wan-p'ao

220 Woodside

HAWAII'S BEAUTY WINNETKA N.A.
520 GREEN BAY ROAD
WINNETKA, ILLINOIS 60093

• 117 •

THE NOTE RECEIVED BY THIS TRUST DEED SHOULD
BE SENT DIRECTLY TO THE TRUSTEE,
N.A.
HANNA'S BANK WINNETKA, ILLINOIS

IMPORTANT

Identification No. 023590

1. An *order* is a formal direction given by one party to another party, or to a third party, to do or not to do something. It may be oral or written, and may be binding or non-binding. An *order* is a formal direction given by one party to another party, or to a third party, to do or not to do something. It may be oral or written, and may be binding or non-binding.

2. *Moral obligations* are obligations arising from a sense of duty or right and wrong. They are based on personal beliefs and values, and are not enforceable by law. Moral obligations are obligations arising from a sense of duty or right and wrong. They are based on personal beliefs and values, and are not enforceable by law.

3. *Commercial contracts* are agreements between two or more parties for the exchange of goods, services, or money. They are usually in writing and are enforceable by law. Commercial contracts are agreements between two or more parties for the exchange of goods, services, or money. They are usually in writing and are enforceable by law.

4. *Personal contracts* are agreements between two or more parties for the exchange of goods, services, or money. They are usually in writing and are enforceable by law. Personal contracts are agreements between two or more parties for the exchange of goods, services, or money. They are usually in writing and are enforceable by law.

5. *Statute of limitations* is a legal rule that limits the time within which a person can sue for damages caused by another person's negligence or wrongdoing. It varies from state to state. Statute of limitations is a legal rule that limits the time within which a person can sue for damages caused by another person's negligence or wrongdoing. It varies from state to state.

6. *Liability* is the responsibility for damages caused by another person's negligence or wrongdoing. It is determined by law and is not limited by statute of limitations. Liability is the responsibility for damages caused by another person's negligence or wrongdoing. It is determined by law and is not limited by statute of limitations.

7. *Remedies* are legal actions taken to correct a wrong or injury. Remedies include injunctions, damages, and specific performance. Remedies are legal actions taken to correct a wrong or injury. Remedies include injunctions, damages, and specific performance.

8. *Remedies at law* are legal actions taken to correct a wrong or injury. Remedies at law include injunctions, damages, and specific performance. Remedies at law are legal actions taken to correct a wrong or injury. Remedies at law include injunctions, damages, and specific performance.

9. *Remedies in equity* are legal actions taken to correct a wrong or injury. Remedies in equity include injunctions, damages, and specific performance. Remedies in equity are legal actions taken to correct a wrong or injury. Remedies in equity include injunctions, damages, and specific performance.

10. *Remedies in law* are legal actions taken to correct a wrong or injury. Remedies in law include injunctions, damages, and specific performance. Remedies in law are legal actions taken to correct a wrong or injury. Remedies in law include injunctions, damages, and specific performance.