

TRUST DEED UNOFFICIAL COPY

90089251

100 MAY 1978

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made FEBRUARY 17, 19 90, between SCOTT D. MYERS AND LUVIE O. MYERS HIS WIFE

herein referred to as "Mortgagors," and 1ST CHICAGO BANK OF WINNETKA F/K/A THE WINNETKA BANK, an Illinois corporation doing business in Winnetka, 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 THIRTY FOUR THOUSAND AND NO/100 ***** (\$34,000.00) ***** Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE WINNETKA BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from

FEBRUARY 17, 1990 on the balance of principal remaining from time to time unpaid at the rate specified in said note, and in instalments as follows: FOUR HUNDRED EIGHTY NINE AND NO/100 *****

***** (\$489.00) ***** Dollars on the 25 day of MARCH 19 90 and FOUR HUNDRED EIGHTY NINE AND NO/100

Dollars on the 25 day of each MONTH thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due one the 25 day of FEBRUARY 19 95

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 14.000 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 THE WINNETKA BANK in the Village of Winnetka, Cook County, Illinois.

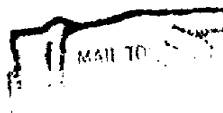
NOW, THEREFORE the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration 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 WINNETKA COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 7 IN HEINIG'S SUBDIVISION OF LOTS 23 AND 34 IN COUNTY CLERK'S DIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WEST OF RAILROAD, IN COOK COUNTY, ILLINOIS. \$13.25

C/K/A 766 WALDEN, WINNETKA, IL 60093

PIN # 05-17-311-022

THE WINNETKA BANK 766 WALDEN WINNETKA, ILL 60093



90089251

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 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 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 hereinafter 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. SCOTT D. MYERS (SEAL) LUVIE O. MYERS (SEAL)

STATE OF ILLINOIS) ss. PAULETTE E. PENNANT a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT SCOTT D. MYERS AND LUVIE O. MYERS, HIS WIFE

who ARE personally known to me to be the same person S whose nameS 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, including the release and waiver of the right of homestead.

GIVEN Under my hand and Notarial Seal this 17TH day of FEBRUARY, A.D. 19 90. PAULETTE E. PENNANT Notary Public. MY COMMISSION EXPIRES 1/8/91

REPT. SERVICE # 102-6648

90089251

102-6648

