



TRUST DEED

763220

UNOFFICIAL COPY

90243309

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 23, 1990, between

Eric Wills

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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

Forty Five Thousand and no/100 (\$45,000.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEAVER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 15, 1990 on the balance of principal remaining from time to time unpaid in instalments (including principal and interest) as follows:

Four Hundred Fifty and no/100 (\$450.00) Dollars or more on the 15th day of May 1990, and Four Hundred and no/100 (\$400.00) Dollars or more on the 15th 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 on the 15th day of July, 1998. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 10% per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 George C. Payne, 229 Onstatt, Du Quin, Illinois 62832

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 Prospect Hts. COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 1 in Block 6 in Smith and Dawson's Fifth Addition of Country Club Acres, Prospect Heights, Illinois in the West Half of Section 22, Township 42 North, Range 11, East of the Third Meridian according to the Plat recorded November 20, 1940, as Document 147777 TRAM 4215 05/24/90 15:2 \$2995 + *-90-243309 COOK COUNTY RECORDER

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 no 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, in-door beds, awnings, porches 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 Law 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.

Signature lines for Mortgagors with (SEAL) markers.

STATE OF ILLINOIS,

County of COOK, I, Eric Wills, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Eric Wills

Notary Public section: Personally known to me to be the same person whose name is subscribed to the instrument, appeared before me this day in person and acknowledged that he is the person who signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth. My Commission Expires 8/15/93. Given under my hand and Notarial Seal this 23rd day of April 1990.

Notarial Seal

