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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 21 1991 between Michael P. Skarzynski and Jacqueline Skarzynski, his wife,

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 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 \$180,000.00

One Hundred Eighty Thousand and no/100-----DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~order~~ ^{order} OF ~~BEARER~~ Sovran Bank/DC National

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on November 22, 1991 with interest thereon from May 21, 1991 until maturity at the rate of 9.50 percent per annum, payable ~~monthly~~ ^{monthly} on the 21 day of June and ~~each consecutive month thereafter~~ ^{each consecutive month thereafter} each year; all of said principal and interest bearing interest after maturity at the rate of 9.50 percent per annum, and all of said principal and interest being made payable at such banking house ~~as may be designated~~ ^{as may be designated} in Washington, DC ~~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~~

Sovran Bank/DC National 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 City of Evanston, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 6 in Block 6 in the Resubdivision of Blocks 1 to 4, 6 and 7 in North Evanston, in the North East fractional 1/4 and the North 1/2 of the South East 1/4 of Section 12, Township 41 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, subject only to the following, if any: covenants, conditions and restrictions of record as to use and occupancy; public and utility easements; roads and highways; general taxes for the year 1985 and subsequent years.

10-12-402-007
1510 Lincoln, Evanston, IL 60201

COOK COUNTY, ILLINOIS

1991 MAY 22 PM 1:01

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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.

Michael P. Skarzynski (SEAL)
Jacqueline Skarzynski (SEAL)

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NOTARY OF RECORDS
District of Columbia } SS.

I, Laura T. Respass
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Michael P. and Jacqueline Skarzynski

who are personally known to me to be the same person S whose name S 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.

Given under my hand and Notarial Seal this 21 day of May, 1991.
LAURA T. RESPASS

Notarial Seal

Notary Public District of Columbia Laura T. Respass Notary Public
My Commission Expires June 14, 1994

