

TRUST DEED

## UNOFFICIAL COPY

91253845

100 MAY 1979

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 18, 1991 between Gordon R. Miller, trustee of the Gordon R. Miller Trust No. 3 dated February 1, 1980 and Gordon R. Miller, individually.

herein referred to as "Mortgagors," and  
THE FIRST CHICAGO BANK OF WINNETKA

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 Eighty Two Thousand Dollars & 00/100 ----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE FIRST CHICAGO BANK OF WINNETKA and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 18, 1991 on the balance of principal remaining from time to time unpaid at

the rate specified in said note, and in instalments as follows: Principal and Interest Monthly for \$ 907.10

Dollars on the 18th day of June 19 91 and \$ 907.10

Dollars on the 18th 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 18th day of May 19 96 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 10.50 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 FIRST CHICAGO BANK OF WINNETKA 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 Glenview COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

- Lot 9 in Juniper's Forest Subdivision of the South 15 rods of the Southeast Quarter of the Southwest Quarter of Section 31 Township 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, and also known as Lot 16 in the County Clerk's Division Section 31.

. DEPT-01 RECORDING \$1.29  
. T45555 PLAN 1375 05/31/91 09:51:00  
. #8245 + E --- S 1-259845  
. COOK COUNTY RECORDER

C/K/A-610 Forest Road, Glenview, IL. 60025

PIN# 05-31-320-018

THIS IS A JUNIOR MORTGAGE

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, 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 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.

Gordon R. Miller, Trustee of the Gordon R. Miller  
(SEAL) Trust No. 3 Dated February 1, 1980 (SEAL)

(SEAL) BY: Gordon R. Miller, Trustee (SEAL)

Individually Gordon R. Miller

STATE OF ILLINOIS

County of Cook ss.

I, Barbara A. McMillen

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Gordon R. Miller individually and Gordon R. Miller as trustee

who is personally known to me to be the same person whose name is subscribed to the foregoing INSTRUMENT, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said INSTRUMENT as his 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 18th day of May 19 91

NOTARY PUBLIC  
ILLIANA FINANCIAL FORM # 63817-598-5000

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NOTARY PUBLIC  
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