

TRUST DEED UNOFFICIAL COPY

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BOOK 109

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100 MAY 1979

1992 JUL 30 PM 1:19 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JULY 22, 19 92 between *MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1983 AND KNOWN AS TRUST NUMBER 4275 *FIRST COLONIAL TRUST COMPANY, SUCCESSOR TO

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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of THREE HUNDRED THOUSAND AND NO/100***** Dollars, evidenced by one certain Installment 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 JULY 22, 1992***** on the balance of principal remaining from time to time unpaid at the rate specified in said note, and in installments as follows: ACCRUED INTEREST ONLY***** on the 22ND day of AUGUST 1992 and ACCRUED INTEREST ONLY***** on the 22ND 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 22ND day of JULY 19 97 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 installment unless paid when due shall bear interest at the rate of ** 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 KENILWORTH COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 2 IN BLOCK 8 IN KENILWORTH, IN COOK COUNTY, ILLINOIS, SAID KENILWORTH BEING A SUBDIVISION OF PARTS OF SECTIONS 22, 27 AND 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/K/A: 240 MELROSE, KENILWORTH, ILLINOIS 60143 OS-28-221-006

** .75% OVER THE WALL STREET JOURNAL PRIME RATE

MAIL TO: THE FIRST CHICAGO BANK OF WINNETKA P.O. BOX 248 WINNETKA, ILLINOIS 60093

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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 unit 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 here- in 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

*First Colonial Trust Company, Succ. to

Witness the hand and seal of Mortgagors the day and year first above written, *MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1983 AND KNOWN AS TRUST NUMBER 4275

Attest: Virginia L. Doyle (SEAL) By: Bernice D. Lorenz (SEAL) Land Trust Officer (Land Trust Officer) EXCULPATORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF.

I, Bernice D. Lorenz, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joyce A. Madsen, Land Trust Officer and Virginia L. Doyle, Land Trust Officer of First Colonial Trust Company

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

OFFICIAL SEAL: BERNICE D. LORENZ, NOTARY PUBLIC, STATE OF ILLINOIS, MY COMMISSION EXPIRES 6/19/93

EN under my hand and Notarial Seal this 23rd day of July, A.D. 19 92 Notary Public.

MINNETKA ILLINOIS 60093
STREET 791 ELM STREET

FIRST NATIONAL BANK OF CHICAGO-WINNETKA

FOR RECORDERS FILE & RETURN TO
INSURE STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HEREIN

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE COPIED BY THIS TRUST SHOULD BE LENT
BY THE TRUSTEE MAILED HEREIN BEFORE THE FIRST
DEED IS FILED FOR RECORD.

IMPORTANT

The instrument herein mentioned in the within First Deed has been made
and recorded with Loan No. 1992219
THE FIRST CHICAGO BANK OF WINNETKA, IN TRUST

THIS DOCUMENT PREPARED BY
ROBERT A. OLAVSEN
AGENT VICE PRESIDENT AND LOAN OFFICER
THE FIRST CHICAGO BANK OF WINNETKA
791 ELM STREET
MINNETKA, ILLINOIS 60093

17. Restriction of Transfer: It shall be an immediate event of Default and
default hereunder, if, without prior written consent of the Mortgagee, the
Mortgagor shall effect or consent to or shall suffer or permit by conveyance,
sale, assignment, transfer or alienation of the premises or any part thereof,
or interest therein.

18. The instrument hereunder is subject to prepayment in the manner and upon the terms set forth in said note.

19. This First Deed and all documents hereunder, shall extend to and be binding upon Mortgagee, and all persons claiming under or through Mortgagee,
whether or not such persons shall have acquired the note of this First Deed.

20. The instrument hereunder is subject to prepayment in the manner and upon the terms set forth in said note.

21. The instrument hereunder is subject to prepayment in the manner and upon the terms set forth in said note.

22. The instrument hereunder is subject to prepayment in the manner and upon the terms set forth in said note.

23. The instrument hereunder is subject to prepayment in the manner and upon the terms set forth in said note.

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35. The instrument hereunder is subject to prepayment in the manner and upon the terms set forth in said note.

36. The instrument hereunder is subject to prepayment in the manner and upon the terms set forth in said note.

37. The instrument hereunder is subject to prepayment in the manner and upon the terms set forth in said note.

38. The instrument hereunder is subject to prepayment in the manner and upon the terms set forth in said note.

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TRUST DEED

This ~~Mortgage~~ is executed by FIRST COLONIAL TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said FIRST COLONIAL TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said FIRST COLONIAL TRUST COMPANY personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said FIRST COLONIAL TRUST COMPANY personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

Property of Cook County Clerk's Office

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