

UNOFFICIAL COPY



TRUST DEED

92579569

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 25, 1992 between GLENVIEW STATE BANK, Not personally, but as Trustee under Trust Agreement dated February 19, 1981 and known as Trust Number 2699

herein referred to as "Mortgagors", and First Security Bank of Wood Dale Illinois corporation doing business in Wood Dale 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 \$56,250.00

FIFTY SIX THOUSAND TWO HUNDRED FIFTY AND NO/100----- DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER First Security Bank of Wood Dale

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on June 30, 1993 with interest thereon from July 30, 1992 until maturity at the rate of Harris Prime + 2.00 per cent per annum, payable monthly on the 30th day of each month thereafter in each year; all of said principal and interest bearing interest after maturity at the rate of Harris Prime + 2.00 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Wood Dale, 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 First Security Bank of Wood Dale 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 Village of Schaumburg, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 69 in Strathmore Schaumburg Unit 2, being a Subdivision of part of the Northwest quarter of Section 20, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1969 as Document 20,822, 188, in Cook County, Illinois.

PIN #07-20-102-014

Property commonly known as 124 Emerson Drive, Schaumburg, IL 60193

Prepared by and mail to: Ron Taiwan, First Security Bank of Wood Dale, 372 Wood Dale Road, P.O. Box 547, Wood Dale, IL 60191

DEPT-01 RECORDING \$25.00, T#2222 TRAN 8680 08/05/92 14148100, #3977 + B # -92-579569, 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 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. GLENVIEW STATE BANK, Not personally, but as Trustee under Trust Agreement dated February 19, 1981 and known as Trust number 2699

BY: SEE RIDER ATTACHED HERETO CONTAINING TRUSTEE'S EXONERATION CLAUSE WHICH IS MADE A PART HEREOF ATTEST:

STATE OF ILLINOIS, I, Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of 19

Notarial Seal

Notary Public

92579569

UNOFFICIAL COPY

Property of Cook County Clerk's Office

9 2 5 7 9 3 0 9

THIS TRUST DEED is executed by the Glenview State Bank, 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 Glenview State Bank, 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 First Party or on said Glenview State Bank 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, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Glenview State Bank 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.

IN WITNESS WHEREOF, Glenview State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

GLENVIEW STATE BANK

As Trustee as aforesaid and not personally.

By

*[Signature]*  
Vice-President

ATTEST

*[Signature]*  
Trust Officer

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, THE UNDERSIGNED

a Notary Public, in and for said County, in the State aforesaid, Do HEREBY CERTIFY, that  
Kenneth H. Cooke,

Vice-President of the GLENVIEW STATE BANK, and

Alice Hansen,

Trust Officer

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th

day of July

OFFICIAL SEAL  
ANGELA S. JOHNSON  
Notary Public, State of Illinois  
My Commission Expires 6/11/96

A. D. 1992

*[Signature]*  
Notary Public.

25/7