



TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made SEPTEMBER 30, 19 92 between EDWARD W. BURCHERT JR. AND CARROLL J. BURCHERT, HIS WIFE, AS JOINT TENANTS

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

THAT, WHEREAS the Trustors are justly indebted to the legal holders of a Credit Line Account Agreement (hereinafter uniformly referred to as the "Note") made payable to THE ORDER OF BEARER and hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, the Trust Deed being given to secure a Note of even date herewith by which the Holders of the Note are obligated to make loans and advances pursuant to, Chapter 17, Section 6407, Illinois Revised Statutes, in conjunction with the Financial Services Development Act, up to the Credit Line of \$ 140,900.00 provided, however, that this Trust Deed shall not at any time secure outstanding principal obligations for more than Two Hundred Thousand (\$200,000.00) Dollars.

It is the intention hereof to secure the payment of the total indebtedness of Trustors to the Holders of the Note, within the limits prescribed herein whether the entire amount shall have been advanced to Trustors at the date hereof or at a later date. All such future advances so made shall be liens and shall be secured by this Trust Deed equally and to the same extent as the amount originally advanced on the security of this Trust Deed, and it is expressly agreed that all such future advances shall be liens on the real property described below as of the date hereof.

NOW, THEREFORE, the Trustors 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 Trustors 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 property and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF ROLLING MEADOWS COUNTY OF COOK AND STATE OF ILLINOIS.

to wit: PARCEL A- LOT 200 IN PLUM GROVE HILLS, UNIT 6, A SUBDIVISION OF PART OF LOT 'F' IN PLUM GROVE HILLS, UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT PARCEL #:08-07-212-030 2210 Brookmeade

PARCEL B- LOT 731 IN ROLLING MEADOWS UNIT NO. 4, BEING A SUBDIVISION OF PART OF THAT SOUTH HALF OF SECTION 25, AND PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT PARCEL #:02-25-310-009

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PARCEL C- LOT 1151 IN ROLLING MEADOWS UNIT 6, BEING A SUBDIVISION OF THE SOUTH HALF OF SECTION 25 AND THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1955 AS DOCUMENT 16114154, IN COOK COUNTY, ILLINOIS. PERMANENT PARCEL # 02-26-416-023 2107 Lakes

PREPARED BY: JOYCE GRAVEL 1920 FLINTSHIRE SCHAUMURG, IL 60194

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 Trustors 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, in-lot beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Trustors or their successors or assigns shall be considered as constituting part of the premises.

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 Trustors 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 trustors, their heirs, successors and assigns.

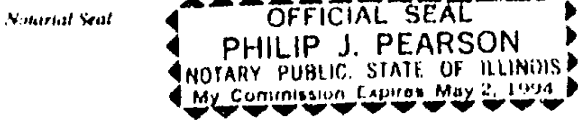
WITNESS the hand S and seal S of Trustors the day and year first above written.

Edward W. Burchert Jr. [SEAL] EDWARD W. BURCHERT JR. [SEAL]

Carroll J. Burchert [SEAL] CARROLL J. BURCHERT [SEAL]

STATE OF ILLINOIS, I, PHILIP J. PEARSON, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT EDWARD W. BURCHERT JR. AND CARROLL J. BURCHERT, HIS WIFE, AS JOINT TENANTS 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 30TH day of SEPTEMBER, 19 92.



Philip J. Pearson Notary Public

2392

FROM: DIRECTED TO BOTH THE MORTGAGEE AND LENDER THE CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THIS TRUST IS FILED FOR RECORD.

Assistant Secretary

CHICAGO TITLE AND TRUST COMPANY

Identification No.

COOK COUNTY RECORD

1774 LE \* 92-74803

10555 IRAN 7591 10/07/92 18:27:00

DEPT-01 RECORDING

428.50

And Trustee's Act of the State of Illinois shall be applicable to this Trust Deed. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the Trust Deed concerning this Trust Deed shall survive the termination of the Trust Deed.

16. Before recording this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the recording is made. The fee shall include all persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons have been named herein and all persons claiming under or through Trustee, and the word "Trustee" shall be construed to include all persons named herein and all persons claiming under or through Trustee.

17. Trustee shall record this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may acquire and deliver a release hereof to and at the request of any person who shall submit therefor, produce a release and exhibit to Trustee the original instrument which has been paid, which represents that all indebtedness hereby secured has been paid, which represents an identification number purporting to be the identification number of the original instrument and it has never been paid, which purports to be the identification number on the Note or the instrument designated as matters hereof.

18. Trustee shall be relieved of its obligation to record this Trust Deed if the instrument designated as matters hereof is a copy of the original instrument and it has never been paid, which purports to be the identification number on the Note or the instrument designated as matters hereof, and which conforms with the description in substance with the original instrument and it has never been paid, which purports to be the identification number on the Note or the instrument designated as matters hereof.

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MAIL TO

