



775534 UNOFFICIAL COPY TRUST DEED

93539207

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 30, 1993, between Timbers Edge Partners II, an Illinois general partnership by ELLIOTT HOME BUILDERS, INC., Partner,

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

Eighty nine Thousand and 00/100 DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF LU SALLE National Trust, N.A. as Trustee under Trust No. 116383

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum six (6) months after date with interest thereon of \$1,500 until maturity

payable on the maturity date all of said principal and interest bearing interest after maturity at the rate of eight percent per annum, and all of said principal and interest being made payable at such banking house or trust company in the State of 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 Cappetta & Shadle, Ltd.

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 COUNTY OF COOK AND STATE OF ILLINOIS,

to wit:

Lot 12 in Timber's Edge Subdivision, being a Subdivision of Part of Section 30, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING 23.50
T#1111 TRAN 0727 07/13/93 16:04:00
#3512 # --93--539207
COOK COUNTY RECORDER

Street Address, if Improved: N/A

Permanent Index Number: 04-30-400-004 (PI) & OP

Notwithstanding the date of this Trust Deed or the date of its having been recorded with the Recorder of Deeds of Cook County, the Trustee acknowledges that the lien of this Trust Deed is subordinate and inferior to the lien of the Mortgage to Howard Savings Bank dated JUNE 30, 1993 in the principal amount of \$750,000, which has or will be recorded with the Recorder of Deeds of Cook County, Illinois.

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.

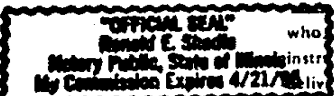
Timbers Edge Partners II, an Illinois General Partnership
By: ELLIOTT HOME BUILDERS, INC., Partner
By: Mark ELLIOTT, President

STATE OF ILLINOIS,

County of COOK

i. RONALD G. SHADLE

a Notary Public in and for and residing in said County, in the State aforesaid, I HEREBY CERTIFY THAT Mark Elliott, President of ELLIOTT HOME BUILDERS, INC., Partner in TIMBERS EDGE PARTNERS II, an Illinois General Partnership



who 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12 day of JUNE, 1993.

Notary Public signature

Notarial Seal

Handwritten note: 23.50 BMR

