

UNOFFICIAL COPY



TRUST DEED

COOK COUNTY, ILLINOIS
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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 22, 19 93, between Douglas R. Sims and
Lesley H. Sims, his wife,

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 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 One Hundred Sixty
Thousand and No/100ths (\$160,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF
Evanston, Bond and Mortgage Company, an Illinois Corporation,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 6.2 per cent per annum in instalments (including principal and interest) as follows:

Nine Hundred Eighty and No/100ths (\$980.00) Dollars or more on the 22nd day of November 19 92 and Nine Hundred Eighty and No/100ths (\$980.00) Dollars or more 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 October 1993. 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 12% per annum, and all of said principal and interest being made payable at such banking house or trust company in Evanston 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 Evanston Bond & Mortgage Company, 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 Glenview, COUNTY of Cook AND STATE OF ILLINOIS, to wit:

Lot 5 in Epson's Country Club Manor, being a Subdivision of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 25, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (Commonly known as 1529 Brandon Road, Glenview, IL 60025)

If the above described real estate or any interest therein is sold, assigned, transferred, or conveyed, or if secondary financing is obtained on said real estate, without the prior written approval of the holder of the Note secured by this Trust Deed, then the unpaid principal balance due under the Note, plus accrued interest thereon, shall become immediately due and payable.

Permanent Tax No. 04-25-316-005-0000
This instrument was prepared by: Robert E. Heiberger, 1732 Drington Ave., Evanston, IL

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, in-door beds, awnings, stoves and space 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.
Douglas R. Sims [SEAL] Lesley H. Sims [SEAL]
Lesley H. Sims [SEAL]

STATE OF ILLINOIS, I, Robert E. Heiberger
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Douglas R. Sims and Lesley H. Sims, his wife,

who are personally known to me to be the same persons whose names 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.

OFFICIAL SEAL
ROBERT E. HEIBERGER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/7/94

Given under my hand and Notarial Seal this 22nd day of October 19 93.
My commission expires 2-7-94
Robert E. Heiberger Notary Public

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