



UNOFFICIAL COPY

93 APR -7 AM 10:50

93254993

23 -

RR 774187 CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 23 19 93, between Phillip F. Stark and Evelyn R. Stark, 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 thousand (\$100,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BAREX M.G. Enterprises, an Illinois general partnership

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 1993 on the balance of principal remaining from time to time unpaid at the rate of 25 per cent per annum in instalments (including principal and interest) as follows:

Two thousand, eighty-three and 33/100 (\$2,083.33) Dollars or more on the day of April 19 93, and two thousand, eighty-three and 33/100 (\$2,083.33) Dollars or more on the 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 31st day of March, 1996. 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 per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 M.G. Enterprises in Cook County, Illinois, c/o Michael Greenberg, 2225 Kipling, Highland Park, Illinois 60035

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, his 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 Buffalo Grove, Cook County, Illinois, AND STATE OF ILLINOIS, to wit:

Lot 59 in Windfield Phase I, being a subdivision of part of the North 1/4 of the Southeast 1/4 of Section 6, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

1411 Commonly known as Rachel Lane, Buffalo Grove, IL. PIN: 03-06-403-020

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 hereon 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, stairs 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 hands and seals of Mortgagors the day and year first above written. Phillip F. Stark [SEAL] Evelyn R. Stark [SEAL]

STATE OF ILLINOIS, } ss. I, Gerald J. Smoller, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Phillip F. Stark and Evelyn R. Stark, his wife

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 signed, sealed and delivered the said instrument as their free and true and lawful uses and purposes therein set forth.



under my hand and Notarial Seal this 23rd day of March 1993 Notary Public

COOK COUNTY CLERK'S OFFICE 93254993

