



TRUST DEED

781560

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94763096

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 25, 1994, between

VEDRAN SKULIC and NOVELA SKULIC, 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

SIX HUNDRED THOUSAND AND NO/100 (\$600,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 25, 1994 on the balance of principal remaining from time to time unpaid at the rate of percent per annum in installments (including principal and interest) as follows:

SEE RIDER ATTACHED

Dollars or more on the day of 19 and 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 day of . 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 installment 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 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 Barrington Hills, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION RIDER

DEPT-11 RECORD TOR 927.00
T42222 TRAN 7551 08/29/94 16:27:00
\$9503 \$ KB *-94-763096
COOK COUNTY RECORDER

PTN: 01-11-201-016; 01-11-201-017

Commonly known as 75 Hawthorn, Barrington Hills, Illinois 60010

This instrument was prepared by CHARLES R. GOERTH, 825 Green Bay Rd., Wilmette IL 60091

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.

VEDRAN SKULIC [SEAL] NOVELA SKULIC [SEAL]

STATE OF ILLINOIS,

1. CHARLES R. GOERTH

County of Cook

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT VEDRAN SKULIC and NOVELA SKULIC, his wife,

who are personally known to me to be the same person as whose name 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

OFFICIAL SEAL CHARLES R. GOERTH NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/24/94

Given under my hand and Notarial Seal this 25th day of AUGUST 1994

[Signature] Notary Public

Notarial Seal

27.00

72573

Box 169

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RIDER TO TRUST DEED DATED AUGUST 25, 1994

Interest of 7% per annum on the principal balance, payable monthly in instalments of \$3,500.00, commencing on September 25, 1994, and on the 25th day of each succeeding month for a total of 12 months.

Interest based on prime-rate-plus-1% per annum on the principal balance, payable in monthly instalments, commencing on September 25, 1995, and on the 25th day of each succeeding month for a total of 11 months. Each instalment of interest shall be calculated on the basis of the prime rate published by Northern Trust Company, Chicago, Illinois, on the 25th day of the preceding month.

The entire principal balance and accrued interest shall be due on August 25, 1996.

Payments are to be made to such location as the holder of the Note secured by this Trust Deed shall appoint in writing from time to time.

Payment of principal may be made in whole or in part at any time without penalty. In the case of partial payments, the amount of the partial payment shall be \$5000.00 or more.

In the event the Real Estate encumbered by this Trust Deed is conveyed or assigned, or otherwise transferred, without the consent of the Note holder, the principal balance and all accrued interest then owing shall be immediately due and payable. This provision is to be interpreted as a "due on sale" clause. Failure to comply shall be an event of default.

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LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 11, 68.95 FEET WEST AS MEASURED ALONG SAID SOUTH LINE, FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 0 DEGREES 10 MINUTES EAST 1015.40 FEET TO A POINT IN THE CENTER LINE OF DUNDEE ROAD; THENCE NORTH 55 DEGREES 52 MINUTES EAST ALONG THE CENTER LINE OF SAID ROAD 174 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY IN A CURVED LINE, TANGENT TO A LINE AT RIGHT ANGLES TO SAID LAST DESCRIBED COURSE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 216.81 FEET 154.95 FEET AS MEASURED ALONG THE CHORD OF SAID CURVED LINE; THENCE SOUTH 76 DEGREES 0 MINUTES 40 SECONDS EAST TANGENT TO SAID CURVED LINE 107.05 FEET TO A LINE RUNNING NORTH 0 DEGREES 10 MINUTES EAST FROM A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 11, 306.05 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 THEREOF; THENCE SOUTH 0 DEGREES 10 MINUTES WEST ALONG SAID LAST DESCRIBED LINE 461.62 FEET TO A POINT WHICH IS 540 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 11; THENCE NORTH 89 DEGREES 31 MINUTES WEST ON A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 11, 303.49 FEET; THENCE NORTH 34 DEGREES 08 MINUTES WEST 433.41 FEET TO AN INTERSECTION WITH THE CENTER LINE OF THE RIGHT OF WAY OF DUNDEE ROAD, BEING A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 2292.01 FEET; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF DUNDEE ROAD 119.63 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH 55 DEGREES 52 MINUTES EAST ALONG THE TANGENT OF SAID CURVE, BEING THE CENTER LINE OF DUNDEE ROAD 263.43 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 11, 306.05 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 0 DEGREES 10 MINUTES EAST 185 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 10 MINUTES EAST 355 FEET; THENCE NORTH 89 DEGREES 31 MINUTES WEST 303.49 FEET; THENCE NORTH 34 DEGREES 08 MINUTES WEST 433.41 FEET TO AN INTERSECTION WITH THE CENTER LINE OF DUNDEE ROAD, BEING A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 2292.01 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE, BEING THE CENTER LINE OF DUNDEE ROAD, 170.20 FEET AS MEASURED ON THE ARC OF SAID CURVED LINE; THENCE SOUTH 45 DEGREES 29 MINUTES 45 SECONDS EAST 354.0 FEET TO A POINT ON A LINE 540 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 11, 425 FEET WEST OF THE EAST LINE OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 37 DEGREES 22 MINUTES 30 SECONDS WEST 256.28 FEET TO A POINT 335 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 11, AND 580 FEET WEST OF THE EAST LINE OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 0 DEGREES 10 MINUTES WEST 150 FEET TO A LINE 185 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 11; THENCE SOUTH 89 DEGREES 31 MINUTES EAST ON A LINE

PARALLEL TO SAID SOUTH LINE 580 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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