

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 21, 19 94, between Eric J. Schmidt and Lisa Schmidt, his wife herein referred to as "Mortgagors", and Patricia A. Schmidt herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinfor described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Forty Thousand and no/100----- (\$40,000.00)----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF DRAWER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows: per schedule of payments contained therein

or more on the ___ day of ___ 19 ___ and ___ Dollars or more on the ___ day of each thereafter, to and including the ___ day of ___ 19 ___ with a final payment of the balance due on the 1st day of June, 2003 ___ interest from ___ on the principal balance from time to time unpaid at the rate of ___ per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of ___ per cent per annum, and all of said principal and interest being made payable at ___ 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 Arlington Heights, COUNTY OF COOK AND STATE OF ILLINOIS

Lot 226 in Ivy Hill Subdivision Unit 9 being a subdivision of part of the south 1/2 of the northeast 1/4 of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, in the Village of Arlington Heights, Wheeling Township, Cook County, Illinois

DEPT-01 RECORDING \$23.50
T:0004 TRAN 8639 11/04/94 08148:00
44025 LF *94-942522
COOK COUNTY RECORDER

P.I.N. 03-17-207-005

Common Address: 703 East Appletree
Arlington Heights, Illinois 60004

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) awnings, 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.

Eric J. Schmidt (SEAL) Lisa Schmidt (SEAL)
Eric J. Schmidt Lisa Schmidt (SEAL)

STATE OF ILLINOIS, I, Stephen R. Murray
County of Cook SS. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Eric J. Schmidt and Lisa Schmidt, 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
STEPHEN R MURRAY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 21, 1995

Given under my hand and Notarial Seal this 21st day of June, 1994.

Notarial Seal Notary Public

2350 BANK

