

778575

94192465

TRUST DEED

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made FEBRUARY 26, 1994, between JAMES WHITFIELD AND CLAUDIA H. WHITFIELD, HIS WIFE, AS JOINT TENANTS, herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST, 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 Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note in the principal sum of TEN THOUSAND THREE HUNDRED THIRTY AND 87/100 Dollars, evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable to the Holders of the Note and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from MARCH 3, 1994 on the balance of principal remaining from time to time unpaid. 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 all of said principal and interest payments under the Note shall be made at the place or places designated in writing by the Holders of the Note, from time to time.

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, 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 CITY OF NORTHBROOK, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 18 IN GREENBRIAR HIGHLANDS SUBDIVISION, IN THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 22, 1956, AS DOCUMENT NUMBER 1702883, IN COOK COUNTY, ILLINOIS.

94192465

Permanent tax number: 04-09-305-013

DEPT-01 RECORDING \$23.00
16000 TRAN 6721 03/01/94 12:56:00
\$2619 # *-94-192465
COOK COUNTY RECORDER

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 unit, or contrary controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, 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.

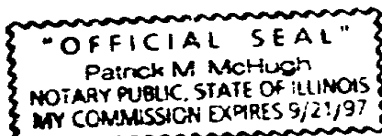
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IMPORTANT: 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 S and seal S of Mortgagors the day and year first above written.

James Whitfield (SEAL) CLAUDIA H. WHITFIELD (SEAL)
JAMES WHITFIELD (SEAL) CLAUDIA H. WHITFIELD (SEAL)

STATE OF ILLINOIS,)
COUNTY OF COOK) ss.
I, PATRICK M. MCHUGH, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES WHITFIELD AND CLAUDIA H. WHITFIELD, 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 THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.



Patrick M. McHugh (Signature)
PATRICK M. MCHUGH Notary Public

Exp 14 23.00

PLACE IN RECORDERS OFFICE BOX NUMBER

MAIL TO

FOR RECORDERS INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.

IMPORTANT!

Trustee By Identification No. 778375

1. Mortgages shall (a) promptly repair, replace or rebuild any buildings or improvements now or hereafter situated on said premises... 2. Trustee has no duty to examine the title, location, existence or condition of the premises... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises... 4. In case of default... 5. The Trustee or the Holders of the Note hereby secured making any payment... 6. Mortgages shall pay each item of indebtedness hereon mentioned... 7. When the indebtedness hereon secured shall become due... 8. The proceeds of any foreclosure sale of the premises... 9. Upon or at any time after the filing of a bill to foreclose the debt... 10. No action for the enforcement of the lien or any provision hereof... 11. Trustee or the Holders of the Note shall have the right to inspect the premises... 12. Trustee or the Holders of the Note shall have the right to examine the title... 13. Trustee shall release this deed and the lien thereon... 14. Trustee may resign by instrument in writing filed in the office of the Recorder... 15. The trustee and all providers hereof, shall intend to and be binding upon the Holders... 16. Before releasing this deed, Trustee or successor shall receive for its services... 17. Mortgages hereby waive any and all rights of redemption... 18. Should Mortgages sell, convey, transfer or dispose of the property secured by this trust deed...

94192465