



TRUST DEED

3562380

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, MADE July 31, 19 86, between Kevin McGuire & Nancy McGuire (his wife) & Michael McGuire & Linda McGuire (his wife)

herein referred to as Mortgagors, and Parkway Bank 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 \$8,000.00

Eight Thousand & 00/100 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 sum and interest from July 31, 1986 on the balance of principal remaining from time to time unpaid at the rate of 11.01 per cent per annum in instalments (including principal and interest) as follows:

One Hundred Seventy-four & 73/100 Dollars or more on the 13 day of September 19 86, and One Hundred Seventy-four & 73/100 Dollars or more on the 13th 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 13th day of August 1991

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 11.01 per annum, and all of said principal and interest being made payable at such banking house or trust company in Harwood Heights 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 Parkway Bank & Trust 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 herela 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, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 4 in Herman J. Kartheiser's Subdivision of a Subdivision of all that part of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 36, Township 41 North, Range 11, East of the Third Principal Meridian, Lying South of Lowenmeyers' California Avenue Addition to Rogers Park except existing public highways

Permanent Tax No#10-36-108-029 2816 W Lunt, Harwood Hts., IL 60645 HARWOOD

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.

Kevin McGuire [SEAL] Nancy McGuire [SEAL] Michael McGuire [SEAL] Linda McGuire [SEAL]

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kevin McGuire & Nancy McGuire & Michael McGuire & Linda McGuire (his wife)

who personally known to me to be the same person whose name 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.

Given under my hand and Notarial Seal this 31st day of July 19 86

Notarial Seal

[Signature of Notary Public]

NOTE IDENTIFIED

Power to Hypo the case 10-4-71 filed 11-1-86

3562380

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

Harwood Hts., IL 60656
4800 N Harlem

Parkway Bank & Trust Company

02 of W. 62 100 9091

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
2816 W Lunt

Chicago IL 60645

CHICAGO TRUST AND TRUST COMPANY
Identification No. 007
Parkway Bank & Trust Company
Trustee

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

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured. 11. Trustee or the holders of the note shall have the right to inspect the premises and access thereto shall be permitted for that purpose. 12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereunder. 13. Trustee shall release and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release, without and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof. 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which the instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be the Successor in Trust hereunder and shall have the identical title, powers and authority as are herein given Trustee. 15. The Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagees and all persons claiming under or through herein given Trustee.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any this instrument shall be construed to mean "notes" when more than one note is used. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any this instrument shall be construed to mean "notes" when more than one note is used. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any this instrument shall be construed to mean "notes" when more than one note is used.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

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Vertical stamp on the left margin.