

TRUST DEED

3569160

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 24 19 86, between George J. Gilmour and Peggy W. Gilmour, 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 \$20,000.00

Twenty thousand and 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEAVER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 24, 1986 on the balance of principal remaining from time to time unpaid at the rate of 14 percent per annum in instalments (including principal and interest) as follows:

\$333.67 Dollars or more on the 1st day of November 19 86 and \$333.67 Dollars or more on the 1st 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 1st day of September, 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 18 per annum, and all of said principal and interest being made payable at such banking house or trust company in Richton Park 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 Joyce Newgren, 22553 in said City, Pleasant Drive, Richton Park, IL

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, situated, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit:

Lot Seven----- (7)

In Block Four (4) in Collins, Gauntlett and Dunas Golf View Addition to Park Ridge, being a Subdivision of the North 19 Acres of the 36 Acres lying West of and adjoining the East Fifty-eight (58) rods of the North Sixty-six (66) rods, Eleven (11) feet of the Northeast Quarter (1/4) of Section 26, Township 41 North, Range 12, East of the Third Principal Meridian, (except the Easterly Two Hundred Eleven (211) feet of said North Nineteen (19) Acres.

09-26-203-003-0000 \$0

615 Austin Ave., Park Ridge, Ill 60068 Perm Tax Code: 09 26 203 003 Vol

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 deemed 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 for on 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.

George J. Gilmour (SEAL) Peggy W. Gilmour (SEAL) George J. Gilmour (SEAL) Peggy W. Gilmour (SEAL)

STATE OF ILLINOIS, I, Carole L. Summerfield, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT George J. Gilmour and Peggy W. Gilmour, his wife,

who are personally known to me to be the same person as 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.

Prepared by: Given under my hand and Notarial Seal this 24th day of September 19 86.

JOHN A. SUMMERFIELD

Carole L. Summerfield Notary Public

NOTE IDENTIFIED

3569160

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

Joyce Newgreen
2253 Pleasant Drive,
Richton Park, Illinois

MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HEREIN

Assistant Secretary/Vice President

CHICAGO TITLE AND TRUST COMPANY,
By *[Signature]*
Title Officer

Identification No. 139002

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

provisions of this trust deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed. The release of this trust deed shall be subject to the provisions of the "Trust And Trustee Act" of the State of Illinois. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed.

1. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this Trust Deed. The word "note" when used in this Trust Deed shall be construed to mean "notes" when more than one note is used.

2. The Trustee shall release the trust deed and the lien thereon by recording a satisfaction of the trust deed in the public records of the county in which the trust deed was recorded. The Trustee shall execute any power herein contained in its own name or by its duly authorized agent or attorney-in-fact, and shall not be bound to execute any power herein contained in its own name or by its duly authorized agent or attorney-in-fact, if the execution of such power requires the execution of any instrument which is not a mortgage or deed or if the execution of such power requires the execution of any instrument which is not a mortgage or deed or if the execution of such power requires the execution of any instrument which is not a mortgage or deed.

3. The Trustee shall release the trust deed and the lien thereon by recording a satisfaction of the trust deed in the public records of the county in which the trust deed was recorded. The Trustee shall execute any power herein contained in its own name or by its duly authorized agent or attorney-in-fact, and shall not be bound to execute any power herein contained in its own name or by its duly authorized agent or attorney-in-fact, if the execution of such power requires the execution of any instrument which is not a mortgage or deed or if the execution of such power requires the execution of any instrument which is not a mortgage or deed or if the execution of such power requires the execution of any instrument which is not a mortgage or deed.

4. 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 enforcing same in an action at law upon the note hereby secured. The Trustee shall not be liable for any loss or damage to the mortgaged premises or to any other property of the mortgagor or to any other person or to any other property of any other person, in any event, in any case, in any manner, in any way, in any case, in any manner, in any way, in any case, in any manner, in any way.

5. Upon or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of the trust deed, and the receiver so appointed shall have the same powers and authority as a receiver of the trust deed, and the receiver so appointed shall have the same powers and authority as a receiver of the trust deed, and the receiver so appointed shall have the same powers and authority as a receiver of the trust deed.

6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, to the holder of the note secured by this trust deed, in full of the principal and interest thereon, with interest thereon at the rate provided in the note, and with interest thereon at the rate provided in the note, and with interest thereon at the rate provided in the note.

7. When the indebtedness secured by this trust deed shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon.

8. The Trustee of the note hereby secured shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon.

9. The Trustee of the note hereby secured shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon.

10. The Trustee of the note hereby secured shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon.

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12. The Trustee of the note hereby secured shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon, and the Trustee shall have the right to foreclose the lien hereon.

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