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UNOFFICIAL COPY  
TRUST DEED 1 of 2 (TORRENS) UNIT 720429-T-028B/HORNE

CTTC 1

371226-1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

NOTE IDENTIFIED

THIS INDENTURE, made JUNE 1

1988 between THEODORE A. MYERS and

LINDA B. MYERS, 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 holder or holders of the principal Proprietary Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

ONE HUNDRED NINETY THOUSAND SEVEN HUNDRED NINETY-EIGHT AND 05/100 (\$190,798.05) DOLLARS, evidenced by one certain Principal Proprietary Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

XCBANK FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on DEMAND with interest thereon from JUNE 1, 1988 until maturity at the rate of NINE (9%) per cent per annum, payable semi-annually on the 1st day of JUNE and of DECEMBER in each year; all of said principal and interest bearing interest after maturity at the rate of FIFTEEN per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in CHICAGO, 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

FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA, 720 W. CHICAGO AVE., E., CHICAGO, IL. ~~HORNBECK~~

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 GLENVIEW COUNTY OF COOK AND STATE OF ILLINOIS,

to wit:

Lot 9 in Block 4 in Culver and Johnson's Addition to Glencoe, being a Subdivision of the West 37.48 acres of the Northwest 1/4 of the Southeast 1/4 of Section 7, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index No.: 05-07-405-003

Common Property Address: 416 Washington Avenue, Glencoe, IL 60022-1872

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\* The initial interest rate on said Note is nine(9) per cent per annum which rate shall automatically change to reflect the "prime rate" of interest charged by the First National Bank of Chicago, Chicago, Illinois, from time to time.

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, indoor 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(s) and seal(s) of Mortgagors the day and year first above written.

Theodore A. Myers

[ SEAL ]

Linda B. Myers

[ SEAL ]

[ SEAL ]

[ SEAL ]

STATE OF ILLINOIS,

} ss.

County of COOK

LINDA J. ROBERT

a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

THEODORE A. MYERS and LINDA B. MYERS, 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

" OFFICIAL SEAL "

LINDA J. ROBERT

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 12/10/90

Notary Seal

Given under my hand and Notarial Seal this 1<sup>st</sup> day of June, 1988.

Linda J. Robert

Notary Public

