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Cook County Recorder 29.50

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MAYWOOD OFFICE**



TRUST DEED
MORTGAGE (Illinois)

(Above Space for Recorder's Use Only)

THIS INDENTURE WITNESSETH, That Tamara David (hereinafter called the Grantor), of 728 W. Jackson, #104, Chicago, Illinois 60661, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, CONVEYS AND WARRANTS to Morris Gadzo and Zlatana Gadzo of 4150 Wildwood Lane, Long Grove, Illinois 60047, as Trustees, and to their successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois to wit:

SEE EXHIBIT A ATTACHED.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number: 17-16-110-025-1276
Address of premises: 728 W. Jackson, #104, Chicago, IL 60661

IN TRUST, nevertheless, for the purposes of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon a principal promissory note bearing even date herewith in the principal sum of Seventy Five Thousand and 00/100 Dollars (\$75,000.00), payable to

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mfs
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the order of and delivered to the Trustee, in and by which note the Grantor, jointly and severally with one other maker of the note, promises to pay the said principal loan and interest at the rate and in installments as provided in said note, with a final payment at such place as the holders of the note may from time to time in writing appoint, and in the absence of such appointment, then at the office of the Trustee at 4150 Wildwood Lane, Long Grove, Illinois 60047. The other maker of the note has also conveyed by trust deed to the trustee a security interest in one other parcel of real property, owned by the other said maker.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and

all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the highest rate now permitted by Illinois law, shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at the highest rate now permitted by Illinois law, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor, for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, waives all right to the possession of, and income from said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of

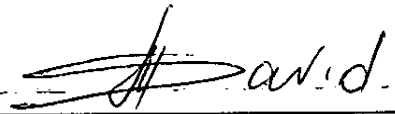
said premises with power to collect the rents, issues and profits of the said premises.

The name of the record owner is: Tamara David.

IN THE EVENT of the death or removal from said Lake County of the grantee, or of his resignation, refusal or failure to act, then Ljubisa Srejovic of Lake County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee of his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to a mortgage made to Plaza Bank in the principal amount of \$275,000.00.

Witness the hand and seal of the Grantor this 11 day of January, 2002.

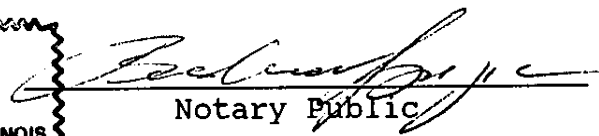
 (SEAL)
Tamara David

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Budimir Sajic, a Notary Public in and for said County, in the State aforesaid, DO HEREFY CERTIFY that Tamara David, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 17th day of January, 2002.




Notary Public

This instrument was prepared by and is in full and complete compliance with the requirements of the Illinois Real Estate License Act of 1997 and was filed to Robert A. Hall, Bishop, Rossi & Scarlati, Ltd., Two TransAm Plaza, Suite 200, Oakbrook Terrace, Illinois 60181

EXHIBIT A

PARCEL 1: UNIT 104 IN HABERDASHER SQUARE LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF LOTS IN BLOCK 2 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH EASEMENTS FOR THE BENEFIT OF THE AFORESAID PROPERTY TO MAINTAIN CAISSONS AS CREATED BY GRANTS RECORDED AS DOCUMENT NUMBERS 14340051 AND 14350991; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 95892605, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM KENT CHANDLER, AS TRUSTEE, ETC., TO ROBERT SURREY, INC., ITS SUCCESSORS AND ASSIGNS, DATED JUNE 30, 1948 AND RECORDED JULY 2, 1948 AS DOCUMENT NUMBER 14350991 TO MAINTAIN CAISSONS IN THOSE PARTS OF THE EAST 4 FEET OF LOT 17 IN THE SUBDIVISION OF BLOCK 22 IN SCHOOL SECTION ADDITION TO CHICAGO AFORESAID THAT ARE NOW OCCUPIED (AS OF JUNE 30, 1948) BY THE CAISSONS CONSTRUCTED FOR THE SUPPORT OF THE BUILDING NOW LOCATED ON THE WEST 1/2 OF LOT 13 AND LOTS 14, 15, AND 16 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.