

TRUST DEED (ILLINOIS)
For Use With Note Form 1449
(Interest In Addition To Monthly
Principal Payments)

FORM NO 207
April 1981

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CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.



Doc#: 0406501182
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 03/05/2004 11:52 AM Pg: 1 of 3

THIS INDENTURE, made December 18, ~~xx~~ 2003, between
Steven J. Block, a single person,

1210 Chicago Avenue, Unit C402, Evanston, IL. 60202
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," Jean Block, as Trustee, of

the Jean Block Living Trust Dated December 15, 1998
6007 North Sheridan Road, Chicago, IL. 60660
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Trustee," witnesseth:

The Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, in the principal sum of Two hundred thirty-seven thousand and no/100ths DOLLARS, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows: (\$1,214.97) One thousand two hundred four Dollars on the 1st day of January, 2004 and (\$1,214.97) One thousand two hundred four Dollars on the 1st day of December, 2004 with interest on the principal balance from time to time unpaid at the rate of 4 and 6/10ths per cent per annum, payable monthly on the dates when installments of principal are due and shall be in addition to the amount due on principal; each of said installments of principal bearing interest after maturity at the rate of 8% per cent per annum, and all of said principal and interest being made payable at 6007 North Sheridan Road, Chicago, Illinois 60660 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

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 or his 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 Evanston, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

SEE ATTACHED

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 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.

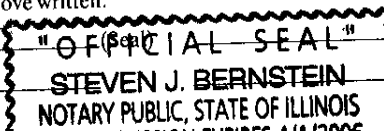
TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits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

The name of a record owner is: Steven J. Block

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 Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

STEVEN J. BLOCK



(Seal)

PLEASE
PRINT OR
TYPE NAME(S)

(Seal)

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

IMPORTANT

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons claiming under or through the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder. In which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and shall be first Successor in Trust and in the event of his or her death, resignation, inability or refusal to act of Trustee.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee.

13. Trustee shall release this Trust Deed 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 exhibit to Trustee the principal note, requesting that all indebtedness person who shall either before or after maturity (hereof, produce and exhibit to Trustee the principal note, requesting 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 a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal 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 he has note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

11. Trustee or the holders of the note shall have the right to inspect the premises a all reasonable times and access thereto shall be permitted for that purpose.

10. No action for the enforcement of the lien of this Trust Deed 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.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, or are usual in such cases for such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary for the intervention of the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment of the whole or in part of: (1) The indebtedness secured hereby, or by any decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. 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 incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guaranty policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, notwithstanding anything in the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

4. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

1. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

UNOFFICIAL COPY**TICOR TITLE INSURANCE COMPANY**

ORDER NUMBER: 2000 000533196 CH
STREET ADDRESS: 1210 CHICAGO UNIT #C-402/P-55/P-56/S-55
CITY: EVANSTON **COUNTY:** COOK COUNTY
TAX NUMBER: 11-19-105-035-0000

LEGAL DESCRIPTION:

PARCEL 1:

UNIT NUMBER C402 IN THE 1210-1236 CHICAGO AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS OR PARTS THEREOF IN G.M. LIMITED PARTNERSHIP-CONSOLIDATION AND IN F.B. BREWER'S SUBDIVISION, EACH IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 28, 2001 AS DOCUMENT NUMBER 0011237861; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE RIGHT TO THE USE OF P-55, P-56 AND S-55, A LIMITED COMMON ELEMENT AS DESCRIBED IN THE AFORESAID DECLARATION.

PARCEL 3:

EASEMENTS IN, UNDER, OVER, UPON, THROUGH AND ABOUT THE "CITY PROPERTY" FOR THE BENEFIT OF PARCELS 1 AND 2 AS DEFINED AND GRANTED IN ARTICLE 2 OF THE REDEVELOPMENT AGREEMENT/AGREEMENT OF RECIPROCAL COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR 1210 CHICAGO AVENUE DEVELOPMENT BETWEEN THE CITY OF EVANSTON AND TR CHICAGO AVENUE PARTNERS, L.P. DATED JULY 17, 2000 AND RECORDED AUGUST 3, 2000 AS DOCUMENT NO. 00589859.