



Doc#: 1001255040 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/12/2010 01:46 PM Pg: 1 of 6

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 05-32-202-031-0000**

Address:

Street: 606 Locust

Street line 2:

City: Wilmette

State: IL

ZIP Code: 60091

Lender: Karen Adelson Strauss, as Trustee (Andrea Clare Strauss Trust; Jennifer Walker Strauss Trust; and Lewis A. Strauss Trust) all dated 12/6/2005

Borrower: KAREN ADELSON STRAUSS, as Trustee of the KAREN ADELSON STRAUSS DELCARATION OF TRUST DATED 3/20/1999

Loan / Mortgage Amount: \$600,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: E6FBE1AE-C3AF-4A63-A3FD-C62B7BF65424

Execution date: 01/05/2010

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TRUST DEED AND NOTE (ILLINOIS)

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THIS INDENTURE WITNESSETH, that the undersigned, KAREN ADELSON STRAUSS, as Trustee of the KAREN A. STRAUSS DECLARATION OF TRUST DATED MARCH 20, 1999, as grantor (the "Grantor"), of the Village of Wilmette, County of Cook, and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable consideration, in hand paid, convey and warrant to the following parties: (a)

RECORDER'S STAMP

Karen Adelson Strauss, as Trustee of the Andrea Clare Strauss Trust, dated December 6, 2005 (hereinafter referred to as the "Andrea Clare Strauss Trust"); (b) Karen Adelson Strauss, as Trustee of the Jennifer Walker Strauss Trust, dated December 6, 2005 (hereinafter referred to as the "Jennifer Walker Strauss Trust"); and (c) Karen Adelson Strauss, as Trustee of the Lewis A. Strauss Trust, dated December 6, 2005 (hereinafter referred to as the "Lewis A. Strauss Trust") (hereinafter the Andrea Clare Strauss Trust, the Jennifer Walker Strauss Trust and the Lewis A. Strauss Trust are collectively referred to as the "Strauss Childrens Trusts"), of the Village of Wilmette, County of Cook and State of Illinois, as trustee, the following described Real Estate, with all improvements thereon, situated in the County of Lake in the State of Illinois (the "Property"), to wit:

LOT 20 IN SMYKAL'S EDENCROFT SUBDIVISION, BEING SUBDIVISION OF THE WEST 1/2 OF LOTS 5, 6 AND 7 IN THE COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1955 AS DOCUMENT 16167842 AND AS CORRECTED AND AMENDED BY PLAT RECORDED MAY 10, 1955 AS DOCUMENT 16230620, IN COOK COUNTY, ILLINOIS

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Numbers: 05-32-202-031-0000

Address of Premises: 606 Locust, Wilmette, Illinois 60091

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GRANTOR AND THE STRAUSS CHILDRENS TRUSTS COVENANT AND AGREE as follows:

1. Payment of Principal and Interest; Late Charges. Grantor shall promptly pay when due the principal and interest on the debt as evidenced by this Trust Deed and Note and any late charges due under the Note.
2. Application of Payments. Unless applicable law provides otherwise, all payments received by the Strauss Childrens Trusts shall first be applied to interest due, and second, to principal due. The Grantor shall have the right to pre-pay all or any portion of the principal balance due hereunder at any time, of from time to time, without any charge or penalty.
3. Taxes, Liens and Insurance. Grantor agrees to pay all taxes and assessments upon the Property when due, to keep the improvements on the Property insured to their full insurable value, to pay all liens and encumbrances and the interest thereon and to keep the Property tenantable and in good repair and free of liens. In the event of the failure of Grantor to comply with any of the above covenants, then the Strauss Childrens Trusts, jointly and severally, are authorized to attend to the same and pay the bills therefor, which shall, with interest accruing at 6% thereon, become due immediately, without demand. On default in any payments hereunder, the Strauss Childrens Trusts, jointly and severally, may declare the whole indebtedness due and proceed accordingly.
4. Insurance. Grantor shall maintain any and all insurance policies as required by the terms and conditions of the Senior Mortgage (as hereinafter defined). In the event of loss, Grantor shall give prompt notice to its insurance carrier and the Strauss Childrens Trusts. Grantor shall promptly assign any insurance proceeds, to which Grantor may become entitled by virtue of the terms and conditions of the Senior Mortgage, to the Strauss Childrens Trusts to the extent of their security. Said insurance proceeds shall be applied to sums secured by this Trust Deed and Note, whether or not then due. Unless the Strauss Childrens Trusts and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in this Trust Deed and Note, or change the amount of any such payments.
5. Preservation of Property. Grantor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste thereon.
6. Further Security. As further security, Grantor hereby assigns, transfers and sets over to the Strauss Childrens Trusts, jointly and severally, all of the rents, issues and profits of the Property, from and after this date, and authorizes the Strauss Childrens Trusts to sue for, collect and receipt for the same, to

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serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the Property as they may deem proper and to apply the money so arising to the payment of the indebtedness evidenced by this Trust Deed and Note, and it shall not be the duty of the Strauss Childrens Trusts to inquire into the validity of any such taxes, assessments, liens, incumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit:

\$600,000.00

December 11, 2009

For value received, I promise to pay to the order of the Strauss Childrens Trusts, the sum of SIX HUNDRED THOUSAND (\$600,000) DOLLARS, at the office of the legal holder of this instrument with interest at 2.70% per annum after date hereof until paid, as follows:

- (1) Monthly installments of interest only, commencing on the 11th day of January, 2010, and continuing on the 11th day of every month thereafter, with a final payment due on December 1, 2018 (herein referred to as the "Monthly Payment"); with each Monthly Payment divided and paid as follows:
 - (a) to the Andrea Clare Strauss Trust: one-third of each Monthly Payment;
 - (b) to the Jennifer Walker Strauss Trust: one-third of each Monthly Payment; and
 - (c) to the Lewis A. Strauss Trust: one-third of each Monthly Payment; and
- (2) The principal balance of SIX HUNDRED THOUSAND (\$600,000) DOLLARS, on December 1, 2018 (herein referred to as the "Final Payment"); with the Final Payment divided and paid as follows:
 - (a) to the Andrea Clare Strauss Trust: one-third of the Final Payment;
 - (b) to the Jennifer Walker Strauss Trust: one-third of the Final Payment; and
 - (c) to the Lewis A. Strauss Trust: one-third of the Final Payment.

Payments hereunder shall be made at the address of the legal holder hereof, and in the absence of such notice, then at 606 Locust, Wilmette, Illinois 60091.

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This Trust Deed and Note is subject and subordinate to a certain prior mortgage dated December 18, 2006, executed by Karen Adelson Strauss, as Trustee of the Karen A. Strauss Trust, dated March 20, 1999, as Borrower, to Mortgage Electronic Registration Systems, Inc., as nominee for North Shore Community Bank, as Lender, and recorded as Document Number 0702255130, with the Cook County Recorder of Deeds, on January 22, 2007 (the "Senior Mortgage"). Grantor expressly agrees to pay the Senior Mortgage and to prevent any default thereunder. Grantor agrees that if Grantor defaults on that Senior Mortgage, the Strauss Childrens Trusts, jointly and severally, at their option, may either (a) cure the default on the Senior Mortgage and add the cost of curing same to the principal amount due under this Trust Deed and Note, or (b) declare this Trust Deed and Note due and payable in full. Grantor agrees to give any notice of default received from the Senior Mortgage lender to the Strauss Childrens Trusts immediately upon receipt. Grantor may not renew, modify, or extend the Senior Mortgage without consent of the Strauss Childrens Trusts.

And to secure the payment of said amount Grantor hereby authorizes, irrevocably any attorney of any court of record in any County or State in the United States to appear for Grantor in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that our said attorney may do by virtue hereof.

If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture.

Witness my hand and seal, this 11th day of December, 2009

KAREN A. STRAUSS DECLARATION OF
TRUST DATED MARCH 20, 1999

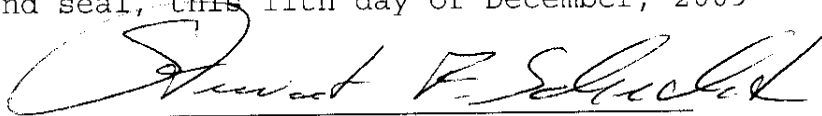
By: *Karen Adelson Strauss* SEAL
KAREN ADELSON STRAUSS, Trustee

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Stewart F. Schechter, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that KAREN ADELSON STRAUSS, as Trustee of the KAREN A. STRAUSS DECLARATION OF TRUST DATED MARCH 20, 1999, 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 acknowledged 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 seal, this 11th day of December, 2009



Notary Public

This instrument was prepared by:

Stewart F. Schechter
Schechter & Associates
555 Skokie Boulevard, Suite 260
Northbrook, Illinois 60062

