

# UNOFFICIAL COPY

## TRUST DEED AND NOTE (ILLINOIS)

=====

THIS INDENTURE WITNESSETH,  
That the undersigned as  
grantors, of Northbrook,  
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 DAVID ABRAMS, as Trustee of  
the DAVID ABRAMS TRUST  
(hereinafter referred to as  
the "David Abrams Trust"), of  
the Village of Northbrook,  
County of Cook and State of Illinois, as trustee, the following  
described Real Estate, with all improvements thereon, situated in  
the County of Cook in the State of Illinois, to wit:

LOT 135 IN SUMMERHILL UNIT NUMBER 1, BEING A SUBDIVISION  
IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 42  
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1970,  
AS DOCUMENT NUMBER 21086041, 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: 04-17-300-138-0000

Address of Premises: 3338 Lake Knoll, Northbrook, Illinois 60062

GRANTORS AGREE to pay all taxes and assessments upon said  
property when due, to keep the buildings thereon insured to their  
full insurable value, to pay all prior incumbrances and the  
interest thereon and to keep the property tenantable and in good  
repair and free of liens. In the event of failure of grantors to  
comply with any of the above covenants, then grantee is authorized  
to attend to the same and pay the bills therefor, which shall, with  
9% interest thereon, become due immediately, without demand. On  
default in any payments hereunder, grantee may declare the whole  
indebtedness due and proceed accordingly.



Doc#: 1019349024 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/12/2010 12:43 PM Pg: 1 of 3

RECORDER'S STAMP

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AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantee 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:

\$ 675,000.00

June 30, 2010

For value received, we promise to pay to the order of the David Abrams Trust, the sum of SIX HUNDRED SEVENTY FIVE THOUSAND (\$675,000) DOLLARS, at the office of the legal holder of this instrument with interest at 2.68% per annum after date hereof until paid, as follows:

- (a) Monthly installments of interest only, commencing on the 31st day of July, 2010, and continuing on the last day of every month thereafter, with a final payment due on June 29, 2019;
- (b) The principal balance of SIX HUNDRED SEVENTY FIVE THOUSAND AND 00/100 (\$675,000.00) DOLLARS, on June 29, 2019.

Payments hereunder are to be made at such address as the legal holder hereof may, from time to time, in writing appoint, and in the absence of such appointment, then at 2411 Brian Drive, Northbrook, Illinois 60062-7608.

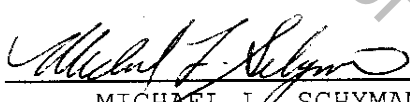
And to secure the payment of said amount we hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the 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.

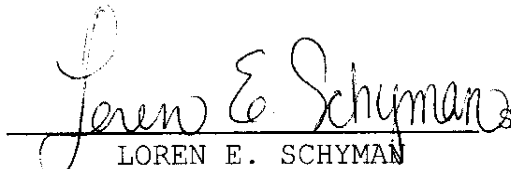
# UNOFFICIAL COPY

IN THE EVENT of the death, inability, or removal from said County, of the above named trustee, or in the event of his resignation, refusal or failure to act, then the following individuals, in the order named, are hereby appointed to be the successor in this trust: (1) Gail Abrams; (2) Jenni Jacobson; and (3) Dana M. Lezak. And when all the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

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 our hands and seal, this 30th day of June, 2010

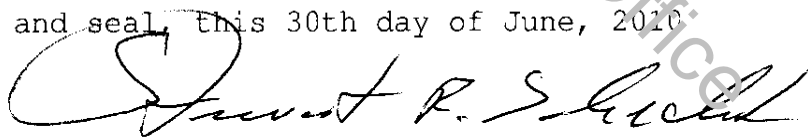
  
\_\_\_\_\_  
MICHAEL L. SCHYMAN SEAL

  
\_\_\_\_\_  
LOREN E. SCHYMAN SEAL

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 MICHAEL L. SCHYMAN and LOREN E. SCHYMAN, husband and wife, 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 set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this 30th day of June, 2010

  
\_\_\_\_\_  
Notary Public

This instrument was prepared by:

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

