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Illinois Anti-Predatory Lending Database Program

Doc#: 1316556005 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/14/2013 10:35 AM Pg: 1 of 4

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 05-07-400-014-0000

Address:

Street: 439 Washington Avenue

Street line 2:

City: Glencoe

State: IL

ZIP Code: 60022

Lender: DAVID ABRAMS TRUST

Borrower: DAVID M. LEZAK AND DANA MANDY ABRAMS LEZAK

Loan / Mortgage Amount: \$675,000.00

This property is located within the program area 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: 5280D936-0330-476D-972F-505ACB9A35D5

Execution date: 05/31/2013

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TRUST DEED AND NOTE (ILLINOIS)

=====

THIS INDENTURE WITNESSETH,
That the undersigned as
grantors, of Glencoe, 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

RECORDER'S STAMP

following described Real Estate, with all improvements thereon,
situated in the County of Cook in the State of Illinois, to wit:

LOT 20 AND THE SOUTH 1/2 OF THE VACATED ALLEY LYING
NORTHERLY OF AND ADJOINING LOT 20 IN BLOCK 2 OF CULVER &
JOHNSON'S ADDITION TO GLENCOE, A SUBDIVISION OF THE WEST
37.48 ACRES (EXCEPT THE STREET - SOUTH AVE.) 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

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: 05-07-400-014-0000

Address of Premises: 439 Washington Avenue, Glencoe, Illinois 60022

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.

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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

May 31, 2013

For value received, we promise to pay to the order of the David Abrams Trust, the sum of SIX HUNDRED SEVENTY FIVE THOUSAND AND 00/100 (\$675,000.00) DOLLARS on or before May 31, 2022. 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.

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.

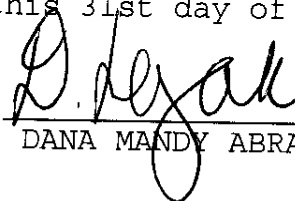
If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture.

Witness our hands and seal, this 31st day of May, 2013



DAVID M. LEZAK

SEAL



DANA MANDY ABRAMS LEZAK

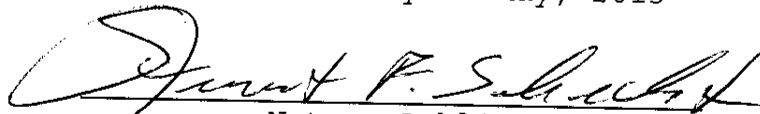
SEAL

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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 DAVID M. LEZAK and DANA MANDY ABRAMS LEZAK, 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 31st day of May, 2013


Notary Public

This instrument was prepared by:
Stewart F. Schechter, Esq.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

