

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

William P. Olson
RECORDERS OF DEEDS

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TRUST DEED
579835

CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 23, 19 74, between
LAWRENCE ROSENBAUM and MYRNA G. ROSENBAUM, his wife
herein referred to as "Mortgagors," and
CHICAGO TITLE AND TRUST COMPANY
an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described,
said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
SIXTY TWO THOUSAND AND NO/100 (\$62,000.00) Dollars,
evidenced by one Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and to which said Note the Mortgagors promise to pay the said principal sum and interest
from date of disturbance on the balance of principal remaining from time to time unpaid at the rate
of as provided in Instalment Note per cent per annum in instalments (including principal and interest) as follows:
Four Hundred Seventy Three and 68/100 (\$473.68) 1st
of June 19 74 Dollars on the 1st day
of 19 74 and Four Hundred Seventy Three and 68/100 Dollars on
the 1st day of each MONTH thereafter until said note is fully paid except that the final
payment of principal and interest, if not sooner paid, shall be due on the 1st day of May 19 99
All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal
balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at
the rate of eight (8%) per annum, and all of said principal and interest being made payable at such banking house or trust
company in CHICAGO Illinois, as the holders of the note may, from time to time, in writing
appoint, and in absence of such appointment, then at the office of AMERICAN NATIONAL BANK AND TRUST COMPANY
in said City, OF CHICAGO

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 successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the
County of Cook AND STATE OF ILLINOIS,
to wit: Village of Barrington

Lot 44 in Unit 3 of H. Litwin's Barrington Park, being a Subdivision
of part of Sections 8 and 17, Township 42 North, Range 10, East of
the Third Principal Meridian, in Cook County, Illinois.

In the event mortgagors sell or otherwise transfer or agree to transfer
title to the premises, the Note secured hereby shall become payable
immediately due and payable.

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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 a 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 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.

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 the mortgagors, their heirs,
successors and assigns.

WITNESS the hand, seal and seal of Mortgagors the day and year first above written.
[SEAL] *Lawrence Rosenbaum* [SEAL]
[SEAL] *Myrna G. Rosenbaum* [SEAL]
Myrna G. Rosenbaum

STATE OF ILLINOIS }
SS. *Martin J. Rosenbaum*
A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Lawrence Rosenbaum and Myrna G. Rosenbaum, his wife



who *one* personally known to me to be the same person *is* whose name *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.
Given under my hand and Notarial Seal this *30th* day of *April*, 19 *74*
William P. Olson Notary Public

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RIDER ATTACHED TO AND MADE A PART OF TRUST DEED dated
April 23, 1974, between

LAWRENCE ROSENBAUM and MYRNA G. ROSENBAUM, His wife
and CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation, Trustee;

The mortgagor agrees that in order to more fully protect the
security of this mortgage, Mortgagor shall deposit with the holder of the
Note on the 1st day of each month, beginning on the 1st day of
June, 1974, one-twelfth (1/12th) of the amount (as estimated
by the holder of this mortgage) which will be sufficient to pay taxes,
special assessments and other charges on the real estate that will become
due and payable during the ensuing year.

The holder of the Note shall hold such monthly deposits in trust
without any allowance of interest, and shall use such funds for the payment
of such items when the same are due and payable.

If at any time the fund so held by the holder of the Note is
insufficient to pay any such item when the same shall become due and payable,
the holder of the Note shall advise the mortgagor of the deficiency, and
mortgagor shall, within ten (10) days after receipt of such notice, deposit
with the holder of the Note such additional funds as may be necessary to pay
such items.

Failure to meet any deposit when due shall be a breach of this
mortgage.

If at any time there shall be a default in any of the provisions
of this mortgage, the holder of the Note may, at its option, apply any money
in the fund on any of the mortgage obligations and in such order and manner
as it may elect.

Lawrence Rosenbaum
Lawrence Rosenbaum

Myrna G. Rosenbaum
Myrna G. Rosenbaum

22701750
City Office



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from incumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such indebtedness to Trustee or to holders of the note; (4) comply within a reasonable time any building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against fire or damage by fire lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereof, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, or any, and purchase, discharge, compromise, or settle any tax lien or other prior lien or claim thereof, or redeem from any tax lien or forfeiture affecting said premises of any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of per centum per annum in lieu of Trustee or holders of the note shall have been considered as a waiver of any right accruing to them on account of any default hereunder in the part of Mortgagors.

5. The Trustee or the holders of the note, here by secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, estimate or return 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 claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

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 in any suit to foreclose the lien hereof, there 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 attorney's fees, Trustee's fees, appraiser's fees, costs for disbursements and other expenses, attorney's charges, publication costs and costs (which may be estimated as to items to be provided after entry of the decree) for printing all writs, writs of title, title searches and examinations, title insurance policies, Totten certificates, and similar debt and assurance with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit to its conclusion or to holders at any sale which may be had pursuant to the decree the true condition of the title is or the value of the premises. All expenditures and expenses of the nature in this paragraph provided for by the Trustee or holders of the note shall be immediately due and payable, with interest thereon at the rate of per centum per annum when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding including probate and bankruptcy proceedings, in 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) proceedings for the commencement of any suit for the foreclosure hereof after actual or such right to foreclose whether or not actually commenced; or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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, additions to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, the balance to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill 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 of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the interest of Mortgagors, would be entitled to collect such rents, issues and profits, and all other profits which may be necessary or are used in such cases for the protection, preservation, 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 in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the closing date; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien 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.

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

12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, and he shall be liable for any acts of omission hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnity satisfactory to him before exercising any power herein given.

13. Trustee shall record 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 deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing 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 note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers of the note and where the release of the note which bears an identification number and which purports to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

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 resignation, inability or refusal in act of Trustee, the then Recorder or Registrar of Titles of the county in which the premises are situated shall be the Trustee in Trust hereunder and shall have the identical title, powers and authority as are herein given to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Tax Rider Attached

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 229835
CHICAGO TITLE AND TRUST COMPANY, Trustee.

MAIL TO: American National Bank & Trust Co. of Chicago
33 N. LaSalle Street
Chicago, IL 60602

ATTN: REAL ESTATE DEPARTMENT

PLACE IN RECORDER'S OFFICE BOX NUMBER 221

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

314 E. La Road
Barrington, Illinois

22-701-796