

# UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FORMS  
FORM No 207  
May, 1969

TRUST DEED (Illinois)  
For use with Note Form 149  
(Interest in addition to monthly  
principal payments)

22 833 357 22833357

The Above Space For Recorder's Use Only

THIS INDENTURE, made August 23 19 74 between Mandel Weinstein and Adriene G. Weinstein, his wife and The A. Epstein Companies, Inc. herein referred to as "Mortgagors," and herein referred to as "Trustee," witnesseth

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the ~~Trust~~ Note hereinafter described in the principal sum of Eighty-Three Thousand Six Hundred Seventy-Two and 30/100 (\$83,672.36) Dollars evidenced by one certain ~~Trust~~ 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 ~~as follows~~ Full Payment Upon Demand.

Should Mortgagors fail to make payment in full upon demand, their interest shall accrue on the outstanding principal at the rate of eight (8) per cent per annum, and Mortgagors shall be in default hereunder.

22 833 357

All of said principal ~~is~~ ~~is~~ payable at 2011 West Pershing Road, Chicago, Illinois 60609 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 ~~as follows~~ ~~as follows~~ 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 notice may be made at any time after the expiration of said three days without notice) and that all parties thereto severally waive presenting 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 indenture 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 his heirs successors and assigns the following described Real Estate and all of their estate right title and interest therein, situate lying and being in the Village of Northbrook COUNTY of Cook AND STATE OF ILLINOIS to wit

Lot 92 in Windham Manor being a subdivision of part of the South 1/2 of the South East 1/4 of the South East 1/4 of Section 17 and part of the North 1/2 of the North East 1/4 of the North East 1/4 of Section 20, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded August 8, 1973 as Document No. 22431045 in Cook County, Illinois.

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 parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon 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

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

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Alan L. Wexler  
As Attorney-in-Fact  
for Mandel Weinstein

Alan L. Wexler  
As Attorney-in-Fact  
for Adriene G. Weinstein

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALAN L. WEXLER

IMPRESS SEAL HERE

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, advised that he signed, sealed and delivered the said instrument free and voluntary act, for the uses and purposes therein set forth, and waiver of the right of homestead

Given under my hand and official seal, this 22nd day of August  
Commission expires May 23 1976

Prepared By Alan L. Wexler  
2011 W Pershing Rd  
Chicago, Ill 60609

ADDRESS OF PROPERTY.  
2845 Manor Drive  
Northbrook, Ill

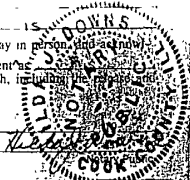
NAME ALAN L WEXLER  
MAIL TO: ADDRESS 2011 W. Pershing Rd  
CITY AND STATE Chicago Ill ZIP CODE 60609

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED  
SEND SUBSEQUENT TAX BILLS TO:  
Mr + Mrs. Mandel Weinstein  
2845 Manor Drive  
Northbrook, Ill

OR RECORDER'S OFFICE BOX NO. BOX 533

DOCUMENT NUMBER 22 833 357

(4-18) (63-31870) adp



# UNOFFICIAL COPY

## THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS.

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

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 the original or duplicate receipts therefor. In event of 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 lightning and 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 date of expiration.

4. In case of default therein, Trustee or the holders of the note may but need not make any payment or perform any act hereunder in regard to Mortgagors in any form and manner deemed expedient, and may, but need not make full or partial payment of principal or interest on principal or interest, if any, and pay back discharge, compromise, or settle any tax lien or other prior lien or title or claim thereon or claim from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' 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 such matters concerning which he is authorized to act, may be taken. Shall be in full additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of six percent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

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, demand or estimate presented from the appropriate public authority, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment sale, foreclosure, tax lien or claim thereof.

6. Mortgagors shall pay, when due, all indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the provisions hereof, or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest or in case of default, if the Trustee or holders of the note so desire, 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 the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and after shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. If 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, to be paid or incurred by or on behalf of Trustee or holder of the note, for attorneys' fees, Trustee's fees, appraisers' fees, surveys, for the necessary and proper expenses, photographs, charges, public utility costs and costs (which may be estimated as to costs to be expended after the date of the decree of foreclosure) of all such abstracts of title, title searches and examining title guaranty policies, Trustee certificates and similar data and a mortgagor's will respect to title as Trustee or holders of the note may deem to be reasonably necessary either in process or not in process, and the cost of any suit which may be had pursuant to such decree for the true and entire of the title in the value of the purchase. In addition all expenditures and expenses of the nature in this paragraph mentioned shall be come on such additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of six percent per annum when paid or incurred by Trustee or holder of the note in connection with any action suit or proceeding including but not limited to probable and bankruptcy proceedings, in which either of them shall be a party, or a plaintiff claimant or defendant, by or on behalf of the Trust Deed or any indebtedness hereby secured on the premises for the collection of any suit for the lien hereof or for the enforcement of such right to foreclose, whether or not actually commenced or in preparation for the same, and any other 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 proceeding, including all such items as are mentioned in the preceding paragraph hereof, and all other items which may be due from the estate of the mortgagor, including but not limited to the additional indebtedness secured by this Trust Deed, with interest thereon as herein provided, third, all principal and interest remaining unpaid (including an arrearage) to Mortgagors, then to the legal representatives or assigns as their right may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed the Trust Deed shall not be subject to such complaint, but in any event a receiver of and proceeds, such appointment may be made either before or after sale, without notice, which receiver, in addition to his duties in this respect, shall be appointed on and after the date of such receiver, and shall have the right to collect the rents and profits of said premises, during the pendency of such foreclosure, and to pay or discharge, during the full duration of such receiver, all taxes and other charges, including but not limited to, water, gas, electric, telephone, and other bills, and to pay or discharge, for the purpose herein stated, all other bills, taxes and other charges, and all other debts, which may be necessary or proper to discharge for the purpose herein stated, and to pay or discharge, during the term of such receiver, the cost of any suit which may be had pursuant to such decree for the true and entire of the title in the value of the purchase, and to pay or discharge, during the term of such receiver, the cost of any suit which may be had pursuant to such decree for the true and entire of the title in the value of the purchase, and to pay or discharge, during the term of such receiver, the cost of any suit which may be had pursuant to such decree for the true and entire of the title in the value of the purchase, and to pay or discharge, during the term of such receiver, the cost of any suit which may be had pursuant to such decree for the true and entire of the title in the value of the purchase.

10. Any action for the enforcement of the lien of this Trust Deed or of any principal hereof shall be subject to any defect which could and be paid and available to the party insuring 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 shall Trustee be obligated to reveal this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or in connection with that of the agents or employees of Trustee, and to may require indemnity satisfactory to him before exercising any power herein given.

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 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 principal 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 genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior Trustee hereunder on 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 never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal 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.

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, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No.

Trustee

28003357

