

# UNOFFICIAL COPY

GEORGE E. COLE LEGAL FORMS FORM No 206 May 1969

TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)

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The Above Space For Recorder's Use Only

THIS INSTRUMENT made October 15, 1974 between Jerome L. Jaffe and Diane Jaffe Robert L. Heintz herein referred to as "Mortgagors," and

herein referred to as "Trustee," witnesseth that Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note (referred to as "Note") of even date herewith executed by Mortgagors made payable to Bearer

and under which and by which note Mortgagors promise to pay the principal sum of Three Thousand Six Hundred Dollars (\$3,600) Dollars and interest from October 15, 1974 on the balance of principal remaining from time to time unpaid at the rate of 6 per cent per annum such principal sum and interest to be payable in installments as follows One Hundred Seventeen Dollars 72/100--Dollars on the 10th day of November 1974 and One Hundred Twenty One Dollars no/100--Dollars on the 10th day of each and every 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 10th day of October 1977 all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal the portion of each of said installments constituting principal to the extent not paid when due to bear interest after the date for payment thereof at the rate of 7 per cent per annum and all such payments being made payable at Belmont National Bank of Chicago

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 of any installment of principal or interest in accordance with the terms of the note 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 election may be made at any time after the expiration of said three days without notice and that all parties thereto severally waive prevention for payment notice of dishonor protest and notice of protest

NOW THEREFORE to secure the payment of the said principal sum of money and interest in accordance with the terms provisions and limitations of the above mentioned note and 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 Mortgagors by these presents CONVEY and WARRANT unto the Trustee its or his successors and assigns the following described Real Estate and all of their estate right title and interest therein situated lying and being in the

City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS to wit

That part of the South West 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian described as: Beginning at a point in the South Line of said South West 1/4 799.9 feet East of the South West corner of said South West 1/4 thence East along the South line of said South West 1/4 150.0 feet; thence North along a line which forms an angle of 90 degrees with said South line 350.0 feet; thence West along a line parallel with the South line of said South West 1/4 89.39 feet; thence South 74 degrees 56 minutes THIS INSTRUMENT WAS PREPARED BY West 62.77 feet; thence South 333.68 feet to the place of Frank M. Colucci 3179 N Clark St. beginning, subject to the right of the public in the South 37 feet thereof in Dundee Road in Cook County, Illinois. Chgo., Ill. 60657

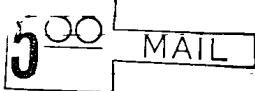
which with the property hereinafter described is referred to herein as the premises, TOGETHER with all improvements tenements easements and appurtenances thereto belonging and all rents issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents issues and profits are pledged primarily and on a parity with said real estate and not secondarily) and all fixtures apparatus equipment or articles now or hereafter thereon or thereon used to supply heat gas water light power refrigeration and air conditioning (whether single units or centrally controlled) and ventilation including without restricting the foregoing screens window shades awnings storm doors and windows floor coverings including rugs stoves and water heaters All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not and it is agreed that all buildings and additions and all similar or other apparatus equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises

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 Law of the State of Illinois which said rights and benefits Mortgagors do hereby expressly release and waive

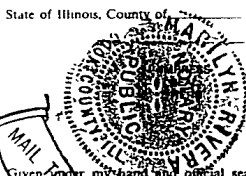
This Trust Deed consists of two pages The covenants conditions and provisions appearing on page 2 (the reverse side) of this Trust Deed are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors their heirs 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)



(Seal) Jerome L. Jaffe (Seal) Diane Jaffe



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

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 official seal, this 15th day of October 1974

Notary Public

MAIL TO NAME Belmont National Bank of Chicago ADDRESS 3179 North Clark Street CITY AND STATE Chicago, Illinois ZIP CODE 60657

ADDRESS OF PROPERTY 1030 Dundee Road Northbrook, Illinois 60062

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED SEND SUBSEQUENT TAX BILLS TO

OR RECORDER'S OFFICE BOX NO.

(Name) (Address)

DOCUMENT NUMBER

22893355

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 mechanics 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 ordinances 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 To prevent default the lender 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 loss or damage by fire lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby all in companies 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 therein Trustee or the holders of the note may but need not make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient and may but need not make full or partial payments of principal or interest or other encumbrances if any and purchase discharge compromise or settle any tax lien or title or claim thereof or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment All moneys paid for any of the purposes herein authorized (d) 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 each matter concerning such 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 seven per cent per annum Inaction of Trustee or holders of the note shall never be construed 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 statement or estimate 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 foreclosure tax lien or title 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 election of the holders of the principal note and without notice to Mortgagors all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything to the contrary become due and payable when default shall occur in payment of principal or interest or in case of 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 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 also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt 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 attorneys fees Trustee's fees appraisers fees outlays for documentary and expert evidence stenographers charges publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title title searches and examinations guaranty certificates Torrens certificates and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises In addition all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of seven per cent per annum when paid or incurred by Trustee or holders of the note in connection with any action suit or proceeding including but not limited to probate and bankruptcy proceedings to which either of them shall be a party either as plaintiff claimant or defendant by reason of this Trust Deed in any indebtedness hereby secured or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations 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 so much additional indebtedness additional to that evidenced by the note hereby secured with interest thereon as herein provided third all principal and interest remaining unpaid fourth any surplus to Mortgagors their heirs legal representatives or assigns as their rights may appear

9. From or at any time after the filing of a complaint to foreclose this Trust Deed or the Trust in which such complaint is filed they appoint a receiver of said premises Such appointment may be made either before or after the filing of a final decree without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the value of the premises in whether the same shall be then acquired as a fullstoned 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 for redemption whether there be redemption or not as well as during any further time which Mortgagors elect for the intervention of such receiver and he shall be entitled to collect such rents issues and profits and all other moneys which may be necessary or are used in such case for the protection preservation control management and operation of the premises during the whole of said period The Trust from time to time may authorize the receiver to apply the net income in his hands or payment or whole or in part of 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 foreclosure sale or the deficiency in case of a sale and deficiency

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall result in 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 shall Trustee be obligated to record 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 that of the agents or employees of Trustee and he may require indemnities 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 or 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 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 in 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



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