

COOK COUNTY ILLINOIS
FILED FOR RECORD

22 059 353

RECORDER OF DEEDS

AUG 31 '72 12 19 PM

22 034 644

22034644



TRUST DEED

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

AUG 30 61-56-857 L

THIS INDENTURE, made

June 23

19 72, between

Dr. William E. Fishman and Carole Fishman, 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
Twenty One Thousand and 00/100 (\$21,000.00) Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~XXXXXX~~
First National Bank of Lincolnwood, A National Banking Association
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest
from date hereof on the balance of principal remaining from time to time unpaid at the rate
of per cent per annum in instalments (including principal and interest) as follows

One Hundred Forty Eight and 43/100 Dollars on the 1st day
of September 19 72 and One Hundred Forty Eight and 43/100 Dollars
the 1st day of each month thereafter until said note is fully paid ~~XXXXXX~~

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 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 **First National Bank of Lincolnwood**
in said City.

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 AND STATE OF ILLINOIS.

See Attached Legal Description

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, radiator 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 the
trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written

[SEAL]

[SEAL]

STATE OF ILLINOIS

County of Cook } SS. A. MARCUS a Notary Public in and for and residing in said County, in the State aforesaid DO HEREBY CERTIFY THAT
Dr. William E. Fishman & Carole Fishman

who are 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.

Given under my hand and Notarial Seal this 25 day of Aug., 19 72

Notarial Seal

Notary Public

22 059 353

22 034 644

PROPERTY

UNOFFICIAL COPY

Dr. William Fishman

PARCEL ONE:
Unit 1207, as delineated on the plat of survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): The North half of the Northwest quarter of the Northwest quarter of Section 36, Township 41 North, Range 13 East of the 3rd Principal Meridian (except the North 33 feet thereof, the East 698 feet thereof, and the West 40 feet thereof and except therefrom that part described as follows: beginning on the South line of West Touhy Avenue at a point 26 ft. E. of the intersection of the East line of North Kedzie Avenue and the South line of West Touhy Avenue; thence South parallel to said line of North Kedzie Avenue 100 feet; thence Southwest 52.26 feet to a point on said East line of North Kedzie Avenue, said point being 450.00 feet South of said South line of West Touhy Avenue; thence North, along said East line of North Kedzie Avenue, 150.00 feet, to said South line of West Touhy Avenue; thence East, along said South line of West Touhy Avenue, 26.00 feet to the point of beginning) in Cook County, Illinois, which plat of survey is attached as Exhibit A to the Declaration of Condominium Ownership by Centex Homes Corporation, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 21905206 together with an undivided .3307% interest in the above described parcel, excepting therefrom all of the units, as defined and set forth in the said Declaration of Condominium Ownership and survey.

PARCEL TWO:

Easement for the benefit of Parcel 1 as set forth in the Declaration of Easement dated June 3, 1968 and recorded June 14, 1968 as Document 20520336 made by Winston Gardens, Incorporated, a corporation of Illinois, for vehicular ingress and egress over the following described land: The North 30 feet, as measured at 90 degrees to the North line thereof, of a tract of land consisting of Blocks 4 and 5 together with all that part of vacated North Albany Avenue lying North of the South line of Block 5 extended West, said extension also being the South line of vacated West Lunt Avenue, and lying South of the North line of said Block 5 extended West, said extension also being the North line of vacated West Estes Avenue together with all of the vacated West Lunt Avenue, lying East of the East line of North Kedzie Avenue and together with all of vacated West Estes Avenue, lying East of the East line of North Kedzie Avenue all in College Green Subdivision of part of the West half of the North West quarter of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian (except that part of the above described tract described as follows: Beginning at the North East corner of said tract; thence West along the North line of said tract 505.51 feet; thence South along a line parallel to the East line of said tract 681.49 feet to the South line of said tract; thence East along the South line of said tract 505.49 feet to the South East corner of said tract; thence North along the East line of said tract 681.82 feet to the point of beginning) in Cook County, Illinois.

Permanent Property Index Number: 10-36-100-007

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

1. Mortgagors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed. 2. Keep said premises in good condition and repair without waste, and free from encumbrances other than those 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 prior liens to Trustee or to holders of the note. 4. Comply with all laws and ordinances relating to buildings now or in any time in process of enactment upon said premises, or comply with all requirements of law or municipal ordinance with respect to the premises and its use hereof, to make no material alterations in said premises except as required by law or municipal ordinance.

5. Mortgagors shall pay before any penalty affrays 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 for the 10 percent default hereunder. Mortgagors shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagors may dispute in contest.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of monies 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 30 days prior to the respective dates of expiration.

7. In case of default hereof, 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 on prior encumbrances, if any, and purchase, discharge, or assume any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or certain or any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith including 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 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 six percent per annum. 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.

8. 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 judgment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of a tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. 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 immediately in the case of default in making payment of any installment of principal or interest on the note, or if such default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. 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 the event of foreclosure 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, appraiser's fees, outlays for documentary and expert witnesses, stenographers, charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree, of procuring, publishing and recording of title certificates and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to title and a trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. 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 six percent per annum, to be paid or incurred by Trustee or holders of the note in connection with a sale proceeding including 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 or any indebtedness hereby secured or by preparation or commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced or a preparatory step to the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

11. 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 and on account of such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof of the note, are secured in addition to the principal and interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any moneys due to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. 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, with or 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 or their heirs, legal representatives or assigns, shall be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, 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 foreclosure sale; 2. The deficiencies in case of a sale and deficiency.

13. 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.

14. 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.

15. Trustee has no duty to examine the title, location, existence or condition of the premises or 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 defend 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

16. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of a 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 of 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 thereof, and where the release is requested of the original trustee, and it has been placed its identification number on the note described herein, it may accept as the note herein described any note which may be presented and 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.

17. 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 of act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder 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.

18. 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 of 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. That in addition to the payments called for herein, mortgagors shall deposit monthly with the holder of collateral Installment Note a sum equal to 1/12 of the annual real estate tax bill based upon the last ascertainable real estate tax bill as tax reserve.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Casimir A. Usher
RECORDER OF DEEDS

SEP 21 '72 2 10 PM

22059353

IMPORTANT

Identification No.

CHICAGO TITLE AND TRUST COMPANY,

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

By *Casimir A. Usher*
Notary Public in and for Cook County, Illinois

MAIL TO: Zaidenberg, Hoffman & Schoenfeld
10 North Clark Street

Chicago, Illinois 60602

PLACE IN RECORDER'S OFFICE BOX NUMBER 533

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

22 034 644

END OF RECORDED DOCUMENT