

UNOFFICIAL COPY

23 284 568

TRUST DEED

THIS INDENTURE, Made **OCTOBER 24, 1975**, between
LAWRENCE A. GOLDFARB AND TRUDIE O. GOLDFARB, HIS WIFE,
herein referred to as "Mortgagors," and
Harris Trust and Savings Bank,
an Illinois banking corporation having its principal office in the city of Chicago, Illinois, herein referred to as "Trustee,"
Nov 06 04 20 296
SINCE WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described
(said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of
FIFTY FIVE THOUSAND \$55,000.00
evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to **BEARER** and delivered to the Holders of the Note,
which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate provided in said Note in **EQUAL** monthly installments with the final payment of principal and
interest, if not sooner paid, due on the **1ST** day of **DECEMBER 2002**. **\$55,000.** All monthly payments on account of the
indebt due evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal
and if at the event of default in the payment of any amount due thereon, the **remaining** principal amount thereof shall bear interest at a rate
per annum determined by adding 1% to the rate set forth in said Note or at **"per annum**, whichever is lower, until such default shall
be cured.
All payments of principal and interest shall be made payable at such banking house or trust company in the city of Chicago, Illinois,
as the holder or the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Harris
Trust and Savings Bank 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 covenants of this Trust Deed, and the performance of the covenants and agreements herein contained by the Mortgagors, do hereby
convey and assign 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, situated, lying and being in the
County of **COOK** and State of Illinois, to wit:

VILLAGE OF NORTHBROOK COOK

LEGAL DESCRIPTION ATTACHED.

The East 112.75 feet measured on the South line of the
following described property: A tract of land in the South
West quarter of Section 2, Township 41 North, Range 12,
West of the Third Principal Meridian, described as fol-
lows: Beginning at a point in the South line of the South
West quarter of Section 2, Township 41 North, Range 12,
West of the Third Principal Meridian, 349.8 feet east of
the South West corner of said Section, West quarter, thence
North 0 degrees 1 minute East 0 feet to a point of curve,
thence North Easterly along a curve with a 100 foot radius
convex North Westerly 104.5 feet to a point of tangency,
thence North 59 degrees 53 minutes East 230.52 feet more
or less to a point on a line drawn perpendicularly to the
South line of said South West quarter, at a point 300 feet
east of the place of beginning; thence South along said per-
pendicular line to the South line of said South West quarter;
thence West along said South line of said South West quarter
to the place of beginning, in Cook County, Illinois.

23 284 568

WORK'S OFFICE

UNOFFICIAL COPY

Property of Cook County

which, with the property hereinafter described, is referred to herein as the "property,"
TOGETHER with all buildings, improvements,添設物, assessments, fixtures, and appurtenances thereto

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all buildings, improvements, fixtures, fittings, and equipment, were there belonging, and all rents, leases, and subleases, and all other rights and interests in and to all such buildings, fixtures, fittings, and equipment, as may be required by the lessees for the payment of the stipulated rent hereby and not otherwise, and, without limiting the generality of the foregoing, all windows, doors, glass, light, power, refrigerating, air conditioning, heating, water, gas, fuel oil, telephone, telegraph, electric, steam, and water, fixtures, and all access thereto, and all exterior structures, sheds, garages, stables, and other buildings. All of the foregoing are declared to be a part of said real estate or other physically attached thereto, and shall be deemed to be part of the articles heretofore placed thereon, or to be part of the fixtures or fittings thereon, or to be part of the leasehold interest of the mortgagors in their

TO HAVE AND TO HOLD the premises unto the said
Lynn et al from time past all debts and damages before

2. Mortgagors shall pay before the maturity date of any principal amount of, general taxes, special assessments, water charges, rents, insurance premiums, and other expenses which may accrue, and shall, upon written request, furnish to Trustee or to holders of the Note all information concerning the property which may be necessary to enable the holder to collect the same.

3. Other lessees shall keep all buildings and improvements new or otherwise situated on land premises leased, against loss by fire and such other causes as may be liable to damage the same, in full, in accordance with policies providing protection by the insurance companies, and shall pay the premium thereon to the holder of the Note, and shall, upon written request, furnish to Trustee or to holders of the Note, all information concerning the property which may be necessary to enable the holder to collect the same.

4. In case the Foreigner shall fail to perform any agreement made, therefore, the holders of the Note may, but need not, make any payment of principal or interest at par immediately, or may, if they so desire, discontinue making such payments, and may then have any one or more of the following additional legal processes or any other process, all damages paid for any of the purposes herein set forth, and may also have any other remedy which may be available to them by law or equity, and may sue for the recovery of the sum due and payable to them by the Foreigner, and may sue for any additional amount recoverable by reason of any damage sustained by them as a result of the non- performance of any agreement made, and shall henceforth immediately due and payable without notice or any action, to them on account of any default thereon on the part of the Foreigner.

3. The Trustee or the holder of the Bonds may exercise any power lawfully authorized relating to taxes or assessments, they do so according to law, will assessment or collection presented to him by the appropriate authority of such state, province or territory of Canada, or by the collector of any tax, assessment, duty, impost, etc., in respect of the same.

portion of the Reserve of the Bank, and allowed return to Singapore, all unpaid remuneration payable by the Bank (less such amount as may be due under the terms of the agreement) to the date of default, or until payment of new undischarged indebtedness, whichever is the earlier, plus interest thereon at the rate of 12% per annum, and all costs and expenses of collection, including legal expenses, incurred by the Bank in recovering such amounts.

THIS IS THE MINT MARK FOR 1901. IT IS LOCATED ON THE REVERSE SIDE OF THE COIN.

UNOFFICIAL COPY

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 other items which under the terms of the Note or Deed of Trust are mentioned in the preceding paragraph heretofore; second, on account of the principal and interest remaining unpaid on the Note; third, all principal and interest remaining unpaid on the Note, fourth, any overplus to Mortgagor, their heirs, legal representatives or assigns.

9. Upon, or at any time after the filing of a bill in foreclosure on 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 regard to the solvency or insolvency of Mortgagor, 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 home or as a place of business. The receiver so appointed 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 made or determined by the court, to receive the same, when there shall be no redemption or, as well as during any further time when Mortgagor, except for the intervention of such receiver, would 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 sale of the property so foreclosed, and to apply the same to the payment of the amount due to the trustee, to pay the expenses of the receiver, and to pay the amount of any deficiency, and to pay the amount of any tax, income or like taxes in payment in whole or in part. (1) The indebtedness secured hereby, or by any note or instrument relating thereto, shall be subject to foreclosure under (2) the deficiency in case of a sale or defalcation.

10. No action for the enforcement of the lien or of any provision herein shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the Note herein secured.

11. Trustees 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 obliged to report 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.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness owing 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, after notice of the filing of this instrument, produce and exhibit to Trustee full and satisfactory proof that all indebtedness herein secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is given by a prior trustee hereunder, or where the Note described herein contains any note which bears a certificate of indorsement purporting to be executed by the persons herein designated as the makers of the note and which purports to be executed by the persons herein designated as the makers of the Note, or where the Note described herein contains 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.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Register of Titles in which this instrument shall be recorded or filed. In case of the resignation, inability or refusal to act of Harris Trust and Savings Bank, as Trustee, then the Chicago Title and Trust Company, of Cook County, Illinois, shall he and it is hereby appointed Successor in Trust. Any Successor in Trust hereunder shall have the identical powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

This Trust Deed and all provisions hereof, shall be subject to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the record titleholder, and shall inure to the benefit of 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.

15. Mortgagor agrees to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mortgagor. Mortgagor shall if ever in arrears with the Holders of the Note, or such other persons, firm or corporation as the Holders of the Note may designate, on each monthly payment date, a sum equal to 1/12th of the annual taxes and assessments levied against the premises and 1/12th of the annual premium on all such insurance as determined by the amount of the taxes and assessments of the premises, and the amount of the insurance premium, and such amount shall be deposited in an account in the name of the holder of the Note, and in the event of any deficiency in the amount of such deposit, Mortgagor agrees to deposit any amount necessary to make up the deficiency, and in the event any deficit shall exist in the amount of such deposits Mortgagor agrees to deposit any amount necessary to make up the deficiency. Nothing in this paragraph contained, however, shall relieve Mortgagor from the performance of any other obligation or liability relating to the payment of taxes, assessments and insurance premiums. In case of default in payment of any amount so deposited in the account in the name of the holder of the Note, or in the event of any deficiency in the amount of such deposits Mortgagor herein contracted, the balance of the Note may apply and be taken when so deposited in account of the indebtedness secured hereby.

16. Harris Trust and Savings Bank, indubitably, may buy, sell, lease and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occurred in estate, and said Bank as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to all the same rights and remedies as we in this Trust Deed give to the holder of the Note with like effect as though said Bank were not the Trustee under this Trust Deed. No merger of the interest of said Bank as a holder of the Note and as Trustee hereunder shall be deemed to have occurred, and the indemnities provided in this Trust Deed to be taken by the Trustee or the holder of the Note may be taken jointly by the Trustee and any holder of the Note.

Witnessed the hand of S. O. Goldfarb and seen Cheryl A. Olk, Notary Public of Mortgagor the day and year first above written.

X Lawrence A. Goldfarb
LAWRENCE A. GOLDFARB

(SEAL)

Cheryl A. Olk
CHERYL A. OLK

(SEAL)

STATE OF ILLINOIS

County of COOK

ss.

I, Notary Public, in and for and residing in said County, in the State aforesaid,

DO HEREBY CERTIFY THAT LAWRENCE A. GOLDFARB

AND TRUDIE O. GOLDFARB, HIS WIFE

WIFE persons 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 Notary Seal this 5th day of
November A.D. 19 1975

Cheryl A. Olk
CHERYL A. OLK
NOTARY PUBLIC

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

The Installment Note mentioned in the within Trust Deed
has been identified herewith under Identification No. M1153

HARRIS TRUST AND SAVINGS BANK, Trustee

By Margaret C. Lissner
P.O. DRAWER 10000

Nov 6 1243 PM 1975

REAL ESTATE LOAN DEPARTMENT #23284568

HARRIS TRUST AND SAVINGS BANK

14 WEST MARINE STREET

CHICAGO, ILLINOIS 60690

Sidney R. Olson

Box 526

END OF RECORDED DOCUMENT