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MAY 21 66-26-506 E

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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RECORDED OF DEEDS

MAY 22 11 03 AM '78

* 24457345 TRUST DEED

THIS INSTRUMENT, Made MAY 10, 19 78, between

ROBERT FINK, DIVORCED AND NOT REMARRIED

(Hereinafter referred to as "Mortgagor") and Fines Trust and Savings Fund, an Illinois banking corporation, having its principal office in the City of Chicago, Illinois, hereinafter referred to as "Trustee").

WITNESSETH:

That WALTER W. the Mortgagor, the party indebted to the Trustee under the final installment note hereinafter described (hereinafter referred to as "Mortgage") in the principal sum of **SIXTY FOUR THOUSAND FOUR HUNDRED & NO/100**

Dollars, \$ **64,400.00**

By one certain Installment Note of the Mortgagor of even date herewith, made payable to BEATRICE and delivered, in and by which said Note the Mortgagor promised to pay the principal sum and interest on the balance of principal remaining from time to time imposed thereon at the

rate of **300** per cent per annum, with the final payment of principal and interest, if not sooner paid, due on the

day of **MAY** 19 **2003** (Last Installment Note and any and all extensions or renewals thereof and any notes, issued in substitution thereof being herein referred to as the "Note").

That WALTER W. the Mortgagor, to secure the payment of the principal of and interest on the Note in accordance with the terms and provisions thereof, and the observance and performance of the covenants and agreements herein contained and the other obligations which the Trust Trustee by its acts, deeds, and omissions in cooperation of the said Walter W. in fact paid, the receipt advanced as hereby acknowledged, do by these presents

CONFIRM and **WARRANT** unto the Trustee, its successors and assigns, the following described Real Estate and all of these estate, right, title and interest therein, to wit:

COOK COUNTY of the State of Illinois, to wit

VILLAGE OF NORTHBROOK

EXHIBIT "A"

1017
Unit number Bldg. 7 in Pheasant Creek Condominium Association #3 as delineated on survey or part or parts of the following described parcel of real estate (hereinafter referred to as "parcel"); ~~lots "A" and "B"~~ (except the north 520.0 feet of the west 742.0 feet of said lot "A") in White Plaines unit 7, being a subdivision in section 8, township 42 north range 12 east of the third principal meridian, in Cook County, Illinois which survey is attached as Exhibit "B" to Declaration of Condominium made by Chicago Title and Trust Company as trustee under trust agreement dated January 2, 1977 and known as Trust number 1068750 recorded in the office of the recorder of deeds in Cook County, Illinois as document number 23959365, as amended from time to time; together with a percentage of the Common Elements appurtenant to said unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby.

This deed is given on the conditional limitation that the percentage of ownership of said Grantees in the Common Elements shall be diverted pro tanto and vest in the Grantees of the other units in accordance with the terms of said Declaration and any Amended Declarations recorded pursuant thereto, and right of revocation is also hereby reserved to the Grantor herein to accomplish this result. The acceptance of this conveyance by the Grantees shall be deemed an agreement within the contemplation of the Condominium Property Act of the State of Illinois to a shifting of the Common Elements pursuant to said Declaration and to all the other terms of said Declaration, which is hereby incorporated herein by reference thereto, and to all the terms of each Amended Declaration pursuant thereto.

Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and in the Declaration of Covenants, Conditions, Restrictions and Easements for the Pheasant Creek Association recorded as Document number 22648909 as may be amended from time to time and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declarations for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declarations the same as though the provisions of said Declarations were recited and stipulated at length herein.

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

TOGETHER with all buildings, improvements, furnishings, easements, fixtures and appurtenances of any kind belonging thereto and all rents, issues and profits derived for so long and during all such times as Mortgagees may lawfully demand (which are pledged primarily and on a parity with said real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limiting the generality of the foregoing, all apparatus and equipment of every kind 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, and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks and water heaters, and 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 Mortgagees 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 rights and benefits the Mortgagees do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagees shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from all liens, encumbrances, mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises, and upon request exhibit satisfactory evidence of the discharge of same to Trustee; (d) Notify Trustee of any change within a reasonable time any building or buildings now or at any time in process of construction upon said premises; (e) comply with all requirements of law of municipal authorities with respect to the premises and the use thereof; (f) without prior written consent of Trustee shall make any material alterations in said premises except as required by law of municipal ordinance; and (g) promptly notify Trustee of any change or destruction to the premises, of any pending or threatened proceeding for the taking, by eminent domain or otherwise, of any part thereof, of any notice from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement or of any other event or condition which might impair the value of the premises or its use for its intended purpose.

2. Mortgagees shall pay before any penalty attaches all general taxes; and shall pay special taxes, special assessments, water, sewer, electric service charges and other charges against the premises when due; and shall upon written request, furnish to Trustee or to Noteholder duplicate receipts therefor; to prevent default hereunder, Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees may become liable to collect.

3. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, flood, hazard to the system (insurance hereof is obtained) and such other hazards or contingencies as Noteholder may require under policies of insurance for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay the cash value of the buildings secured hereby; all in companies reasonably satisfactory to Noteholder, under insurance policies payable in case of loss or claim on (a) to Trustee for the benefit of Noteholder (each right to be evidenced by the standard non-contributory mortgage clause to be attached to such policy), and providing that the same may not be cancelled except upon 30 days' prior written notice to Trustee and shall (b) include all policies, including additional and renewal policies, to Noteholder, and in case of insurance about to expire, shall deliver renewal policies not less than 30 days prior to the respective dates of expiration, to the extent permitted by law; Trustee may, at the sole discretion of Noteholder, either apply any insurance proceeds any time coming into its hands to the reduction of the indebtedness hereby secured or may release same for the restoration of the improvements damaged or destroyed on such terms as it shall elect, provided that if it shall elect to apply same to the reduction of the indebtedness hereby secured, Mortgagees shall be relieved of any duty to restore, the damage in respect of which such insurance proceeds were obtained; Mortgagees hereby irrevocably constitute and appoint Trustee their true and lawful attorney in fact to enforce the name of Mortgagees on any commercial paper evidencing any insurance proceeds.

4. In case Mortgagees shall fail to perform any covenants herein contained, Trustee or Noteholder may, but need not, make any payment or perform any act herein required of Mortgagees 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, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax 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 Noteholder to protect the mortgaged premises and the lien hereof 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 2 1/2 per cent per annum; Trustee or Noteholder shall be subrogated to all rights, claims and liens of any party whose debt is discharged pursuant to this Section 4. Trustee or Noteholder shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagees, Trustee or Noteholder in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public officer or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereon.

5. Mortgagees shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the Note. At the option of Noteholder and without notice to Mortgagees, 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) in the case of default for 10 days in making payment of any installment of principal or interest on the Note or in making payment of any other sum due hereunder; or (b) in case the undersigned shall, without the prior written consent of Noteholder, sell, assign, transfer or lease for a term of more than 1 year, including as part of such term, the period of any renewal term (whether mandatory or optional) which are provided for in any lease; the real estate subject herein; or any portion thereof; or interest thereon; or contract or agree so to do; or (c) when default shall occur and continue for 30 days in the performance of observance of any other agreement of the Mortgagees herein contained; or (d) Mortgagees abandon the premises; or (e) Mortgagees, or any of them, or any guarantor of the indebtedness hereby secured shall die or become bankrupt or insolvent or proceedings under any bankruptcy, insolvency, reorganization or adjustment proceedings or proceedings under any bankruptcy, insolvency or similar law shall be instituted or commenced by or against any such person; or (f) proceedings shall be commenced to foreclose or otherwise realize upon any lien, charge or encumbrance on the premises or any part thereof.

6. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Noteholder or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the charge for sale of the premises and expenses which may be paid or incurred by or on behalf of Trustee or Noteholder for attorneys' fees, Trustee's fees, appraiser's fees, costs for documentary and stamp taxes, stamping charges, publication costs and costs which may be estimated as to their liability to be paid after entry of the decree of foreclosure of all such matters and expenses, guarantee fees, Taxes on the sale and similar data and expenses with respect to title as Trustee or Noteholder may deem to be reasonably necessary either to prosecute such suit or to execute to holders of any note 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 12 per cent per annum, when paid or incurred by Trustee or Noteholder in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, unless as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparation for the commencement of any suit for the foreclosure hereof after actual of such right to foreclose, whether or not actually commenced, or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereon, whether or not actually commenced. Mortgagees for themselves and all who may claim through or under them waive any and all right to have the property and estates comprising the premises marshaled upon any foreclosure of the lien hereon and agree that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagees hereby waive any and all rights of redemption from sale to which they may be entitled under the laws of the State of Illinois on behalf of Mortgagees and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date hereof and on behalf of all other persons to the extent permitted by law, provided that the provisions of this sentence shall be inoperative unless Mortgage is a continuation.

7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount 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 debts which under the terms hereof constitute secured indebtedness additional to that indicated by the Note, with interest thereon as herein provided. Third, all principal and interest remaining unpaid on the Note, fourth, any amounts to Mortgagees, then heirs, legal representatives or assigns, as their rights may appear.

8. There, or at any time after, the filing of a bill to foreclose this Trust Deed, the trust 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 Mortgagee 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 residence, or that 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 time when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other persons which may be necessary or aid 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 to his bonds in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any law, 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, (2) the deficiency in case of a sale and deficiency.

9. As further security for the indebtedness hereby secured, Mortgagees hereby assign to Trustee for the benefit of Noteholder any and all assets of any nature made for the taking (including partnership or trust) by contribution, assignment, donation or otherwise of all or any part of the premises or any rights, interests or privileges appurtenant thereto, together with the right (but not the duty) to collect, receive, receipt for, compromise and adjust such assets and to enforce the same of Mortgagees on any commercial paper given in payment thereof, unless Noteholder shall otherwise direct, the proceeds of all such assets shall be applied to the reduction of the indebtedness hereby secured.

10. The 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 a party intervening since an action of law upon the Note.

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

12. Trustee may or may not be bound to examine the title, location, existence or condition of the premises, nor shall Trustee be obliged to record this Trust Deed or to make any loan hereon 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 a future assignee of the Note hereon.

13. Trustee shall release this Trust Deed and the lien hereof 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 the date hereof, present, 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 required of a successor trustee, such successor trustee may accept as the person to be released in any case 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 Note and which purports to be executed by the persons herein designated as the makers hereof, and where the release is requested of the original trustee and it has been accepted a certificate on any instrument identifying said Note described herein, if any agent as the person Note 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 hereof.

14. Trustee may accept by instrument in writing filed in the office of the Recorder or Registrar of Tolls in which the instrument shall have been recorded or filed, in case of the recording or refusal to act of Harris Trust and Savings Bank, as Trustee, then Noteholder may appoint a successor Trustee by filing an appointment in the office of the Recorder or Registrar of Tolls in which this instrument shall have been recorded or filed. Any Successor Trustee hereunder shall have the identical title, powers and authority as are herein upon Trustee.

15. This Trust Deed and all provisions hereof, shall be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein, shall include all such persons, jointly and severally.

16. If Noteholder shall at any time so require, Mortgagees shall on each monthly payment date deposit with Noteholder or any party designated by Noteholder 1/12 of the amount reasonably estimated by Noteholder from time to time as necessary to pay the taxes, assessments and insurance premiums to be paid by Mortgagees hereunder as and when the same become due, provided that the first such deposit shall be in an amount which, when taken together with the installments to be received prior to such due date, will pay the amount then due. Whereupon Noteholder reasonably believes that the amount on deposit is insufficient to insure payment of such amounts, Mortgagees shall upon demand deposit the amount of such deficiency. Nothing herein contained shall relieve Mortgagees from the obligation to pay all taxes, assessments and insurance premiums in accordance with the terms hereof or to consent or obligate Noteholder to pay such amounts and the obligation of Noteholder hereunder shall be to apply amounts deposited hereunder to payment of the liability in respect of which they were deposited when requested in writing so to do by Mortgagees. All monies deposited by Mortgagees hereunder shall be held without interest, provided that in lieu of making the deposits required hereunder with respect to taxes and assessments Mortgagees may, if the premises consist of a single-family owner-occupied residence, instead pledge an interest bearing savings account with Noteholder which shall at all times contain an amount equal to Noteholder's reasonable estimate of the taxes and assessments due with respect to the premises during the next 12 months. In case of default in payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagees to be herein contained, Noteholder may apply any and all sums then on deposit on account of the indebtedness secured hereby.

17. Harris Trust and Savings Bank, individually, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occurred or exists, 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 security and to all the same rights and remedies as are in this Trust Deed given to the holder of the Note with like effect as if said Bank were not the Trustee under this Trust Deed. No change of the trustees of said Bank or a holder of the Note and as Trustee hereunder shall ever be deemed to have occurred or happened. Any actions or remedies provided in this Trust Deed to be taken by the Trustee or Noteholder may be taken jointly by the Trustee and Noteholder.

Witness the hand(s) and seal(s) of Mortgagees the day and year first above written.

X *Robert Fink*
ROBERT FINK (SAL)
ROBERT FINK (SAL)

STATE OF ILLINOIS)
COUNTY OF Cook) SS
I, Cheryl A. Olk, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT FINK, Divorced and Not Remarried

who is personally known to me (or the same persons) whose name(s) IS subscribed to the foregoing instrument hereon before me this day in person and acknowledged that he (she, it, us) signed and delivered the said instrument as his (her, its, our, their) act, for the uses and purposes therein set forth, including the release and discharge of the right of hereinafter.

GIVEN under my hand and Notary Seal May 15th 1978
Notary Public
My Commission Expires 6/30/79
CHERYL A. OLK
NOTARY PUBLIC
STATE OF ILLINOIS

IMPORTANT
FOR BOTH THE PROTECTION OF 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. M1883
HARRIS TRUST AND SAVINGS BANK, as Trustee
By *Marjorie E. Sorenson*
Mortgage Loan Officer

24 457 345

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REAL ESTATE LOAN DEPARTMENT
HARRIS TRUST AND SAVINGS BANK
111 WEST MONROE STREET
CHICAGO, ILLINOIS 60690

END OF RECORDED DOCUMENT