Return to: TRUST Peadowies 60901 far cakee, I/L 48727 THIS INDENTURE WITNESSETH, That the Grantors GOLDBERG AND JUDY GOLDBERG, husband and wife, each in his and her own right, and as spouse of the other, ريح of the County of Explication, in the state of Illinoit, HACKETT in considers to 1 the sum of Fifty-five Thousand and 00/100-Dollars FIRST BANK OF HEADOWVIEW in hand path Co vey, and Warrant to of the County of white the State of Illiants, the following described real estany to-EXHIBIT "A" 24527803 Unit No. 405-D as delineated on the survey of the following described parcel of real estate (hereinafter referred to as "Parci"): Lots One (1), Three (3), Four (4), Five (5), Six (6), and Seven (7), both inclusive, in La Saireda Subdivision, being a subdivision of the form Half (14) of Section Twenty-one (21) Township Forty-two (42) Mortin, mange Theire (12) East of the Third Principal Meridian, in Cook County, limings; which survey is attached to Declaration of Confominium Owner-tip and of Eastmen's, Restrictions, Coverants and By-Lows for La Salceda Notice condominium Association made by Associational Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated February 1, 1978 and known as Trust io. 42208, recorded in the Offic, of the Recorder of Deeds of Cook County, Illinois as Gocument No. 24538413; together with an unclyided .5808% interest in the Parcel (excepting from the Parcel all the property and spaces comparising all of the units thereof as defined and set forth in said Declaration and Survey). Mortgagor also hereby grants to Mortgagee, its success, s and assigns, as rights and easements appurtenant to the above-described real estate, the rights are easements for the benefit of said property set forth in the aforementioned Declaration. This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the previsions of said Declaration were recited and stipulated at length herein. TSO OFFICE

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See Exhibit "(") ttached

situated in the County of Kernkindee, in the State ""inois, and all appurtenances belonging thereto, together with all of the rents, issues and profits arising therefrom, here by releasing and waiving all right under and by virtus of the Homestead Exemption Laws of the State of Illinois, in tust, routheless, for the following purposes:

Whereas, the said SALMON S. GOLDBERG ND UDY GOLDBERG have justly indebted upon their promise by note, bearing even date herewith, payable to the order of themselves and by them endorsed and delivered for the principal sum of Fifty-five Thousand and 00/100 (\$55,000.00) Dollars periodic as follows: Fifty-five Thousand and 00/100 (\$55,000.00) Dollars due on Demani, with interest from date hereof until paid, at the rate of Ten (10.0%) percent per an um Both principal and interest payable at the First Bank of Meadowview, Kankakee, Vilinois.

Now, if default be made in the payment of said promissory according to the terms of said note—or in case of waste, non saice premiums or assessments on said premises, then in such car said note... shall thereupon, at the option of the legal holder or Trust Deed may then be foreclosed and out of the proceeds of any suit, including reasonable solicitor's fees and all montes advance guarantee title policies and similar data and assurances with respiratory to the street seed as compared to the lines with interest.

Upon the filing of any bill to foreclose this Trust Deed, the Court may, on application, without no ice to the Grantor ... or ... subsequent grantees, and without bond being required of the applicant, appoint a Receiver to coller' ... ta, issues and profits during the pendency of said suit and until redemption period has expired and apply the same und r the lirection of said Court to the extinguishment of taxes, special taxes or assessments, solicitor's fees, debt, interest, coll and expenses incurred in said foreclosure suit.

The Grantor... agree... to keep the buildings on said premises insured for their full insurable value again at 1 3 cr nage by fire, lightning, windstorms, cyclones and tornadoes and that the policies shall be azzigned to grantee for U s b se-of the holder of said note...

When the obligations of Grantor... under this Trust Deed are fully paid and discharged, the grantee shall reconvey d premises to Grantor... upon receiving his reasonable charges therefor. And in case of the death resignation, ramoval me said County of Kankakee, or inability to act, of said Grantee, then the Recorder of Deeds of said County is hereby soluted successor in trust with the same power and authority as is hereby vested in said grantee.

It is also agreed that the Grantor . . . shall pay all costs and attorney's fees incurred by the grantee, or the holder of note... in any suit in which either of them may be plaintiff or defendant by reason of being a party to this Trust Deed holder of said note...

Witness the Hand_ and Seal_ of Said Grantor_ th	25th day of July,	A. D. 195
Witness the Hand and Seal of Said Grantor, the	Jeidy So	Col Gunz
SALMON S. GOLDBERG	JUDY GOLDBERG	
	(SEAL)	THE WEAL

STATE OF ILLINOIS Kankakee, County,

the undersigned State aforesaid do hereby certify that SALMON personally known to me to be the same personal instrument, appeared before me this day in personal delivered the said instrument as. their purposes therein set forth, including the release a

Given under My Hand and Notarial Seal this 25th

10il 10: THIS INSTRUMENT PREPARED BY: First Bank of Meadowview Kankakee, Illinois 60901 101 MERIDONNIEW CENTER

UNOFFICIAL COPY

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COOK DUBNIT, ILLINOIS FILED FOR RECORD

Aug 10. 12 30 AH '78

Electric History Recorder of Deeds * 24577803

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