

TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

24 626 643

*Richard R. Cohen*  
RECORDER OF DEEDS

0469 18-28

633665

SEP 14 10 37 AM '78

THE ABOVE SPACE FOR RECORDERS USE ONLY

24626643

SEP 14 54 298M

THIS INDENTURE, made September 5, 19 78 between

DONALD S. COHEN and BARBARA R. COHEN, 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 FIFTY THOUSAND & NO/100 (\$50,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of 9-1/2% per cent per annum in instalments as follows: FOUR HUNDRED THIRTY SEVEN & NO/100 (\$437.00)

Dollars on the first day of November 1978 and FOUR HUNDRED THIRTY SEVEN & NO/100 (\$437.00) Dollars on the first day of each 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 first day of October 192003. All such payments on account of the indebtedness evidenced by said note shall 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 10-1/2% per cent per annum, and all 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 Exchange National Bank of Chicago, 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 City of Skokie COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 18 and 19 in Block 2 in Dempster Park Subdivision of Lots 6 to 9 in the subdivision of the South 20 acres of the West 1/2 of the Southeast 1/4 and also the East 1/2 chains of the South 20 chains of the Southwest 1/4 of Section 15, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

10.00

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

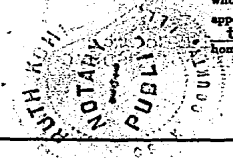
Witness the hand and seal of Mortgagors the day and year first above written.

*Donald S. Cohen* (SEAL) *Barbara R. Cohen* (SEAL)  
(DONALD S. COHEN) (BARBARA R. COHEN)

STATE OF ILLINOIS, I, Ruth Kohl  
County of Cook ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donald S. Cohen & Barbara R. Cohen, his wife

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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 12th day of September A.D. 1978



*Ruth Kohl*  
Notary Public.

My Commission Expires 7-6-80

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens claims for an amount not to exceed the amount of the mortgage... 2. Mortgagors shall pay before any penalty attaches all general 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 therefor... 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm or similar casualty... 4. In case of default therein, Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed expedient... 5. The Trustee or the holders of the Note 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... 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 7. 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... 8. All expenses of every nature incurred by the Trustee or the holders of the Note in connection with (a) any proceedings, including but not limited to probate and bankruptcy proceedings... 9. 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... 10. Upon, or at any time after the filing of a bill to foreclose this deed, the court in which such a bill is filed may appoint a receiver of said premises... 11. 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... 12. Trustee and 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... 13. 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... 14. 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... 15. Trustee may resign by instrument in writing filed in the office of the Recorder of Titles or Registrar of Titles in which this instrument shall have been recorded or filed... 16. 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 or any part thereof... 17. For the purpose of providing regularly for the prompt payment of all taxes and assessments levied or assessed against the premises and premiums on policies of insurance that will next become due and payable, the Mortgagors will deposit with the holders of the Note on the dates installments of principal and interest are payable... 18. For the purposes of paragraphs 4 and 8 hereof the rate of interest shall be the rate specified in the Note as to unpaid installments of principal... 19. The Mortgagors warrant and agree that the proceeds of the Note will be used solely for the purposes specified in paragraph 4 (c) of Chapter 74 of the 1961 Illinois Revised Statutes... 20. Mortgagors agree that if this Trust Deed or the Note is asserted to be subject to tax under the provisions of the Interest Equalization Tax Act (as set forth in Chapter 11, Subtitle D of the Internal Revenue Code of 1954, as amended) as presently or hereafter in effect, or any governmental severance tax are asserted to be required thereon, Mortgagors will adequately defend against or pay the same and upon failure of Mortgagors so to do Trustee or the holders of the Note may do so and add the amount so paid to the principal indebtedness secured hereby which shall become immediately due and payable.

NOTE: PARAGRAPH 19 IS NOT APPLICABLE.

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.

D NAME EXCHANGE NATIONAL BANK OF CHICAGO
E STREET REAL ESTATE LOAN DIVISION
I 130 SOUTH LA SALLE STREET
V CITY CHICAGO, ILLINOIS 60690
R OR
Y INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 80

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 633665
CHICAGO TITLE AND TRUST COMPANY as Trustee,
J.B. Gnu Husker
Assistant Secretary
Assistant Vice President
Assistant Trust Officer

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
4255 Suffield Court
Skokie, Illinois 60076

This Instrument Was Prepared By W.J. Livingston, Vice President
Exchange National Bank
130 South La Salle Street
Chicago, Illinois 60690

676 647