## UNOFFICIAL CO



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### TRUST DEED

WWD BY J. Igaravidez 2953 M. MILMAUKEE AVE. CHICAGO, ILLINOIS 60618

me this day in person and acknowledged

19\_78\_.

signed, scaled and delivered the said Instrument as \_\_\_their-

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THE ABOVE SPACE FOR RECORDER'S USE ONLY CTTC 7 1978 , between HOWARD J. FIRESTEIN, A MARCH 6, FILE IN DENIUKE, made \_\_\_\_\_MARCH 0, \_\_\_\_\_ 1978 , between HOWARD J EAC' FLOR AND SHETLA WEXLER, A WIDOW.

PARK NATIONAL BANK OF CHICAGO, a Nation herein refer to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois THIS IN DENTURE, made a National Banking Association nerein re.... o as "Mortgagors," and ETHEAGO ITTLE AND TRUST COMPANY, an immoss corporation doing business in Chicago, Illi to be herein referred to as TRUSTEE, witnesseth:

THAT, WHERE as the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or hold as being herein referred to as Holders of the Note, in the principal sum of SIXTY THEUSAND AND NO/100 \_\_\_\_\_ Dollars, evidenced by one certain ans alment 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 March 6, 1978 \_\_\_\_\_ on the balance of principal remaining from time to time unpaid at the rate of \_\_\_ 9 \_\_\_\_ per cent per annumin instalments (including principal and interest) as follows: Five Hundred Three and 52/10 Dollars or more on the 1st day of May — 19 78, and Five two ed Three and 52/100 Dollars or more on the —1st day of each and every "If a are until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of April — 2003 All such payments on account of the indebtedness evidenced by said not to be first applied to interest on the unpaid principal balance and the -principal of each instalment-unless paid when due shall bear interest at the rate remainder to principal; provided that the 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 it the office of PARK NATIONAL BANK OF CHICAGO NOW, THEREFORE, the Mortgagors to secure the payment of the said p and all sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of accordance with an agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand aid; 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, the presents therein, situate, tying and being in the Village of Glenview COUNTY OF COOK AND STATE OF ILLINOIS, to wit: Lot 134 in the Willows North Unit Number 2, being a Subdivision of the South 1/2 of the South 1/2 of the North East 1/4 of Section 20, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belonging, and all ren', is as and profits thereof for so long and during all such times as Moragaors may be entitled thereto (which are pledged primarily and on a po. tv. w. b said real testate and not secondarily) and all apparatus, equipment or atticles now or hereafter therein or thereon used to supply her, gas, air conditioning, water, light, power, refrigeration (whether single ants or centrally conditionally), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters /-1) if the foregoing, screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters /-1) if 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. WINESS the higher S = and seal B = of Mortgagors the day and year first above written.

WINESS the higher S = and seal B = of Mortgagors the day and year first above written.

SEAL | SEAL | Checkles I SEAL ! [ SEAL 1 I SEAL I STATE OR ILLINOIS, Geraldine R. Scibor a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT —HOWARD J. FIRESTEIN AND SHEILA WEXLER— SS. known to me to be the same person s - whose name s - are subscribed to the NOTI*O*Va who \_are\_personally

before

Page 1

instrument, appeared

— Individual Mortgagor — Secures One Instalment Note

voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Scal this

- they -

Notarial Scal

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

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

\*\*Mortgagerer shell (i) promptly reptile, estore or rebuild my shiftings or improvement now or horarfur on the promises which may be strong demanded to the letter of the promises of the promises superior to the libra heart of the fine heart of (b) pay when due any indubtioness which may be sense which my be such prior flex to Trustee or to the promises and the use the prior of the discharge of such prior flex to Trustee or to the promises and the use the profit of the most of the promises of the profit of the most of the profit o

TRUST DEED DATED MARCH 6, 1978

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RIDER ATTACHED HERETO AND MADE PART HEREOF

17. Mortgagor(s) further agree that upon default in the payment of any of the seid instalments or of any of the obligations evidenced by the note secured by the Trust Deck. or of any of the covenants or agreements stipulated in this Trust Deed, we/I shall pay interes. It the rate of - 10 - per cent per annum, or such statutory rate in effect at the time of execution, upon the total indebtedness so long as said default shall continue and further agree up topon such default the principal sum above mentioned, or such part thereof as may be unpaid, and any rate of - 10 advances made by the Holders of the Note, together with interest as aforesaid, shall, at the option of the Holders of the Note become immediately due and payable, without notice, anything

hereinbefore contained to the contrary notwithstanding.

18. Said party(s) of the first part further covenant and agree to deposit with the Trustee or the legal Holder of the within mentioned note on the 1st day of each and every month, a sum equal to one-twelfth (1/12th) of the commencing on the 1st day of May 1978, a sum equal to one-twelfth (1/12th) of the estimated general real estate taxes next accruing against said premises computed on the amount of last ascertainable real estate taxes and one-twelfth (1/12th) of the annual insurance prematical estate taxes and one-twelfth (1/12th) of the annual insurance prematical estate taxes and one-twelfth (1/12th) of the annual insurance prematical estate taxes and one-twelfth (1/12th) of the annual insurance prematical estate taxes and one-twelfth (1/12th) of the annual insurance prematical estate taxes and one-twelfth (1/12th) of the annual insurance prematical estate taxes and one-twelfth (1/12th) of the estimated estate taxes and one-twelfth (1/12th) of the estimated estate taxes and one-twelfth (1/12th) of the estate taxes and one-twelfth (1/12th) of the estate taxes estate taxes and one-twelfth (1/12th) of the estate taxes es such sums to be held in a non-interest bearing account by the Trustee or the Legal Holder of the note as and for a Sinking Fund to be used by the Trustee or the Legal Holder of the Note, to pay the general real estate taxes levied against said premises, and insurance premiums as

and when the same become due and payable.

19. In the event of a Sale or Conveyance of the property described herein, the entire balance remaining unpaid on this mortgage shall become due and payable immediately at option of the Holder of the Note.

(Sheila Wexler)

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Proposition of Collins Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole on in part of: (a) The indebtedness secured hereby, or by any decree forcelosing 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 forcelosure sale; (b) the defice my in case of a sale and deficiency.

indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien w ic 1 may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the defic 'n y in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which woulf not b good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access the structure of the note shall be subject to any defense which woulf not b good and available to the party interposing same in an action at law upon the note hereby secured.

12. 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, equacity, or authority of the signatures or the identity, equacity, or authority of the signatures or the identity, equacity, or authority of the signatures or the identity, equacity, or authority of the signatures or the identity, equacity, or authority of the signatures or the identity, equacity, or authority of the signatures or the identity, equacity 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 very proper instrument upon presentation of satisfactory evidence that very on which the secured has been paid, which representation Trustee and exhibit to Trustee the note, representing that all indebtedness hereby executed his been paid, which representation Trustee each of the proper instrustee, such stocessor trustee may accept as the genulne note herein described any note which bears an identification number on the note described each may accept as true without having the proper release is requested of the note

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Park National Bank of Trustee,

MAIL TO:

4118 Chester Drive

PLACE IN RECORDER'S OFFICE BOX NUMBER



Glenview, Illinois

THE RESERVE AND A STREET

# **UNOFFICIAL COPY**

Cot County Clarks Off REMODER Sharing & Plant MAR-16-78 27167 24366009 4 -- REC 24366009

END OF RECORDED DOCUMENT