UNOFFICIAL COPY



26 583 783

THIS INDENTURE, made APRIL 22

THE ABOVE SPACE FOR RECORDERS USE ONLY

, 1983 , between GLORIA J. MOORE, DIVORCED

Dollars on the rank seventy three and 65/100 * * * *

Dollars on the rank day of June 1983 and * * * * SEVENTY THREE AND 65/100 * * * *

Dollars on the FIF'T day of each month thereafter until said Note is fully paid, except that the final payment of principe to a id interest, if not sooner paid, shall be due on the lst day of MAY. 1988.

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on the unpaid principal halance and the remainder to principal and all of said principal and interest are to be made payable at such halance or trust company in the City of Wilmette, Illinois, as the Holders of the Note may from two to time in writing appoint, and in absence of such appointment then at the office of The Wilmette Bank in such sity.

NOW, THEREFORE, The Mortgagors is effective the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the is Trust Deed, and the performance of the covenants and agreement herein contained, by the Mortgagors to be performed, and is so in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONV in MARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right ties and interest therein, situate, lying and being in the COUNTY OF COOK, VILLAGE OF WILMETTE, AND STATE OF LINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HERETO

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COOK COUNTY, ILLINOIS FILED FOR RECORD

1983 APR 27 AM 10: 26

Sidney N. Olsen RECORDER OF DEEDS

26583783

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

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.

It Is Further Understood and Agreed That:

In Mortgagors abail (1) prompty resure, restore or resource and polarities or only the state of the state of

3. Mortangors shall keep all beddings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm and such other hazards or contingencies as the Holders of the Note may require under policies providing for payment by the insure companies of moneys sufficient either to pay the cost of treplacing or requiring the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Holders of the Note, under insurance policies payable, in case of loss or damage, to Printee for the benefit of the Holders of the Note, under insurance policies payable, in case of loss or damage, to Printee for the benefit of the Holders of the Note, and shall deliver all policies, incheding additional and research policies post to the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. In case of loss, Trustee may, but need not, collect and receipt for the processed of any such insurance and apply the proceeds of the indebtedness secured hereby, whether these or bot.

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| | 4. In case Mortgagers shall fell to confer |
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| | 4. In case Mortgagers shall fall to perform any covenants herein contained. Trustee or the Holders of the Note may, but need not make any payment or perform any act hereinbefore reducing the payment of performance of the Note may. But need not make any payment or performance of performance of the need to the payment of performance of the need to the payment of performance of the payment of performance of the need to the purposes benefits and they provide a performance of the need to perform any payment or performance of the need to perform any payment or performance of the need to perform any payment or performance of the need to perform any other moneys advanced by Trustee or the shall be so much additional indebtedness secured hereby and shall be needed to the |
| | moneys paid for any of the purposes herein authorized and all expenses paid or incurred in committee affecting said premises or contest any tax or assessment. All its data of the purposes herein authorized and all expenses paid or incurred in committee in including attentory rear, and any other moneys advanced by Trustee or the rear of the purpose. |
| | provided for said principal indebtedness. Inaction of Trustee or their sources immediately due and payable without notice and with interest there is the content of their sources of their source |
| | procured from the appropriate public office without inquire interior any payment hereby authorized relating to taxes or assessments, may do so according to any bill statement or actions to |
| 11 | claim thereof. 6. Mortrascove shell now such hitmore first the security of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or |
| 11. | 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Holders of the Note, and is immediately in the case of default in making payment of any installment of principal or interest on the Note, or it is frust Deed to the contrary, become due and payable any other agreement of the Mortgagors herein contained. 7. When the indebtedness hereby socured shall become due whather by surveying mention of the Mortgagors and continue for three days in the performance of the Mortgagors herein contained. |
| ŧ., | any other agreement of the Mortgagors herein contained. When the incidentaines hereby accurate shall become the whather by accurate shall be like in the When the finished datases hereby accurate shall become the whather by accurate shall be like the When the finished shall become the limit to foreclose the limit hereby accurate shall be additional indebtedness in the decree for sake all expenditures and expenses which may be offered to foreclose the limit become for sake all expenditures and expenses which may be sufficient to the sake and included as additional indebtedness in the decree for sake all expenditures and expenses which may be sufficient to the sake and included as additional finite shall be accurately and expenses of the sake and examinations, guarantee policies. Torrent certificates, and similar data and assurances with respect to title as Trustee or Holders of the Note may as which the sake accurate the proposition of the title to or the value of the sake and examinations, guarantee policies. Torrent certificates, and additional indebtedness current be the true condition of the title to or the value of the premises. All expenditures and expenses of the acture in the limit of the sake and examinations, guarantee policies. Torrent certificates, and additional indebtedness current be the true condition of the title to or the value of the premises. All expenditures and expenses of the acture in the sake and accurate |
| : | suit to fereclose the lien hereof, there shall be allowed and included as additional face to the writer. Holders of the Nots or Trustee shall have the right to fereclose the lien hereof. In any or the result of the Nots or the Nots or the Nots of the Nots or the Nots or the Nots of the Nots or the Nots of the Nots or the Nots of |
| | may be estimated as to itims to be expended after entry of the decree of procuring all such abstracts of \$1.5. It is sent evenous atmographers' charges, publication costs and costs (which that and assurances with respect to title as Trustee or Holders of the Note may deem to be responsibly more and examinations, guarantee policies. Towards extended the contract of |
| | edditional indebtachese secured hereby and immediately during the value of the premises. All expensions and expenses of the nature in this paragraph mentioned shall become so much or incurred by Trustee or Holders of the Note in connection and payable, with interest thereon at the same rate of interest per amount as is provided for said principal blockstafense, when noted |
| . 3 | claimant or detendant, by reason of this Trust Deed or any indebtachess hereby secured; or by revision and nativities proceedings, to which either of them shall be a party, either as plaintiff, right to forevious whether or not actually commenced; or of preparations for the defense of any throughout many or the commencement of any suit for the foreviousne hereof after accurate of such throughout the commencement of any suit for the foreviousne hereof after accurate of such throughout the commencement of any suit for the foreviousne hereof after accurate of such throughout the commencement of any suit for the foreviousne hereof after accurate of such throughout the commencement of any suit for the foreviousness and the commencement of any suit for the commencement of any suit for the foreviousness and the commencement of any |
| i . | 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 the premises shall be distributed and applied in the following order of priority. First on account of all the premises shall be distributed and applied in the following order of priority. |
| | forcionus proceedings, including all such items as a re mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtodness as a remetioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtodness and either the constitute secured indebtodness and separate the constitute secured indebtodness and secured the constitu |
| | significance was or assigns, as their rights may appear. "One, "at any time after the filing of a bill to foreclose this Trust Deed, the court in which such hill is filed may appoint a receiver of said premises. Such appointment may be made premises or who, are his same shall be then occupied as a homesteed or not and the Truste berrangers at the time of application for such receiver and without regard to the these value of the issues and profits of "vid premises during the pendency of such foreclosure suit and, in case of a sale and deficiency period court or profits of redemption, whether there by redemption may be necessare of the protection, possession, control, imanagement and operation of the protection operation of the protection operation of the protection operation of the |
| | premises or wh is the same shall be then occupied as a homesteed or not and the Trutte outspaces as to be time of application for such receiver and without regard to the then value of the same shall be then coupied as a homesteed or not and the Trutte outspaces are to be time receiver. Such receiver shall have power to collect the remains account of the product of the same and profits of said premises during the pendency of such forcelosurs said and, in case of a such confidence as under the receiver shall have power to collect the remains and the same |
| | may be necessary until a such case for the protection, possession, control, management and operation of the premises during the predicts of the premises during the process. |
| | special assessment coth rilem which may be or become superior to the lien beared or of mild became, provided such application is made prior to foreclosing this Twent Dead of the may be or become superior to the lien become provided such application is made prior to foreclosing this Twent Dead of the may be or become superior to the lien become provided such application is made prior to foreclosing this Twent Dead of the may be or become superior to the lien become provided such application is made prior to foreclosing this Twent Dead of the many to the superior to the |
| 11. | 10. Upon partial / tot I condemnation of the premises and upon demand of the Holder of the Note, the Mortgagor shall pay over to the Holder all or such portion of the proceeds as may be determed to the Holder, and all such proceeds as paid over shall be applied upon the principal or accrued interest of the Note as may be elected by the Holder and without |
| . : | premium or penalty. 11. No action for the strong and the lien or of any provision has a table and without the strong of the strong of any provision has a table to the strong of the strong of any provision has a table to the strong of the s |
| 1.1 | 11. No action for the st to 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 12. Trustee or the Holders of the Note that I have the circle to the party interposing same in an action |
| - : | 12. Trustee or the Holders of he was 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 axem? A be title, location, esistence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein supposes of Trustee, and it may require the formulation attractory to it before exercising any power herein given unless. 14. Trustee shall relate that the lieu thereof by unocci making any power herein given. |
| | simplyress of Trustes, and it may req. (re I domnities as tisfectory to it before servicing any power herein given. 14. Trustees shall release this Trustee shall release the Trustee shall release the Trustees shall release the Trustee shall release the Trustees s |
| | suppress or invites, and it may veg, re! demulties astisfactory to it before exercising any power herein given. 4. Trustes shall galasse the Trust * ad and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indicatedness between the properties of the propertie |
| F | such specessor trustee may accept as the genuine? Jote birein described any Note which bears a certificate of topic trust without inquiry. Where a release is requested of a successor trustee from a instance with the description herein collusion of the control o |
| | note which may be presented and which conforms in sub- new with the description herein contained of the Note and which purpose as the second a |
| | 15. Trustes may resign by instrument in writing filed iseeo: ce of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation are the control of trustes, Chicago Title and "rust Cc upany, Chicago, Illinois, en Illinois corporation, shall be Successor in Trust and in case of its resignation, inability or said out, ority as are herein given Trustes, and any Trustee; successor shall be entitled to reasonable compensation for all acts performed hereunder. 16. This Trust Deed and all provisions hereof, shall extent U. one be bloding upon Morterway and shall earned shall earned shall earned the control of the Company of the C |
| - | refusal 'o act, the than Recorder of Deeds of the county in with the president states. Historia corporation, shall be Successor in Trust and in case of its resignation, inability or and out, ority as are herein given Trustes, and any Corporation and any ority as are herein given Trustes, and any Trustes or have president and the president of th |
| ž. | 16. This Trust Deed and all provisions hereof, shall extens to an e-binding to forescense compensation for all acts performed hereunder. when used herein shall include all such persons and all persons liable, or the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this |
| . : | 17. Without the prior written consent of the Holders of the Nose of the Holders of the Nose of this |
| 783 | 17. Without the prior written consent of the Holders of the Note, t's Mc tgagors shall not convey or encumber title to the Premises. The Holders of the Note may elect to accelerate as conveyance or secumbrands or secundary or secundary or secundary or secundary or secundary. |
| <u>~</u> | 18. Before releasing this trust deed. Trustee or successor shall receive provides a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service per ormed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act." of the State |
| က | as among the apprecious to this crust close. |
| 583 | [변화 전 경험 및 경험 : [1] [1] [1] [2] [2] [2] [2] [2] [2] [2] [2] [2] [2 |
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| | |
| | Witney they land and need of Mortgagors the day and year first above written. |
| , [| Libria & Misse |
| -71 | GLORIA J. MOORE [seal] |
| 2.4 | STATE OF ILLINOIS 1. CAROL E. SMITH |
| | STATE OF ILLINOIS 1. CAROL E. SMITH a Notary Public in and for and residing in said County in the State aforesaid, DO HER. B CELTIFY THAT |
| | |
| 5.1 | GLORIA J. MOORE, DIVORCED AND NOT REMAR CED |
| | who 1.S paracrially known to be the same and |
| | strument, appeared before me this day in person and acknowledged that She signs seeled and delivered the |
| - | eald Instrument as her free and voluntary act, for the use and purpose, siver forth, including the |
| .= 1 | GIVEN under my hand a Notarial Seal this 22 day of APRIL A 1 19 83 |
| 1 | |
| | - Caute Smith |
| - [| The Instalment Note mentioned in the mithin-Erual Deed has been through |
| | IMPORTANT under Identification No. |
| į | FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE WILMETTE BANK, ATTACK. |
| | BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS BY Meldiel The truste |
| | FILED FOR RECORD. |
| _ } I | |
| | D NAME THE WILMETTE BANK |
| | E 1200 CENTRAL AVENUE |
| - 1- | I WILMETTE, ILLINOIS 60093 |
| | ADDRESS OF ABOVE DESCRIBED PROPERTY HERE |
| 14 | E 1500 W. Harbour Dr. Unit 1G |
| H | Y INSTRUCTIONS Wheeling, IL 60090 COX 53 |
| | Section 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 |
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LEGAL DESCRIPTION

PARCEL 1

Unit No. 1-G in 1500 West Harbour Drive Condominium, as delineated on survey of the following described parcel of real estate (hereinafter referred to as "parcel"):

That part of Lot 1 in Lake of the Winds Subdivision, being a Resubdivision of the North 1/2 of Lot 7 (except the East 20 feet thereof used for roadway) in the School Trustees' Subdivision of Section 16, Town hip 42 North, Range 11 East of the Third Principal Meridian, in the Village of Wheeling, described as follows:

the Village of Wheeling, described as follows: Commenc of at the South West corner of said Lot 1; thence Northward along the 'es: line of said Lot 1; thence North 00 Degrees 45 Minutes 43 Seconds West, a distance of 165.24 feet; thence Eastward along a line being parallel with the South line of said Lot 1; thence North 89 Degrees 52 Minu'e, 40 Seconds East, a distance of 106.90 feet to the point of beginning: Thence North 5 Degrees 05 Minutes 47 Seconds West, a distance of 8:.29 feet; thence North 84 Degrees 54 Minutes 13 Seconds East, a distance of 129. 4 Feet; thence North 54 Degrees 54 Minutes 13 Seconds East, a distance of 329.91 feet; thence South 35 Degrees 05 Minutes 47 Seconds East, a listance of 86.23 feet; thence South 54 Degrees 54 Minutes 13 Seconds West a distance of 107.79 feet; thence South 20 Degrees 05 Minute: 47 Seconds East, a distance of 107.21 feet; thence South 69 Degrees 54 Min te: 13 Seconds West, a distance of 86.39 feet; thence North 20 Degrees 05 dirutes 47 Seconds West, a distance of 106.89 feet; thence South 84 Degrees 54 Mirites 13 Seconds West, a distance of 108.24 feet to the point of beginning in Cook County, Illinois, which survey is attached as Exhibit B to Declaration made by La Salle National Bank, a national banking association, as Trustee under Trust Agreement dated November 27, 1972, and known as Trus ... Ther 45086, recorded in the Office of the Recorder of Cook County, 11 irois, as Document Number 22762748; together with an undivided 1.03. per cent interest in said parcel (excepting from said parcel all the property and space comprising all the units as defined and set forth in said Declaration and survey), ALSO,

PARCEL 2

Easements appurtenant to and for the benefit of Parcel 1, as set forth and Declaration of Easements and Covenants dated June 24, 1974 and recorded as Document Number 22762747, and as created by Deed from La Salle National Bank, a national banking association, as Trustee under Trust No. 45068, to KHEL O. MARKER dated April 14, 1976 and recorded November 22, 1976 as Document Number 2371.9434 for ingress and egress, in Cook County, Illinois.* * * *

END OF RESUMPED MACHINE II