



JUNIOR MORTGAGE TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made APRIL 22, 1983, between GLORIA J. MOORE, DIVORCED

NOT REMARRIED * * * * * herein referred to as "Mortgagors" and THE WILMETTE BANK, an Illinois banking corporation located in Wilmette, 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 * * * * * THREE THOUSAND TWO HUNDRED AND NO/100 * * * * * Dollars, evidenced by one certain Instalment Note herein referred to as "Note" of the Mortgagors of even date herewith made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from 5/01/83 on the balance of principal remaining from time to time unpaid at the rate of 13.5% per annum in instalments as follows:

Dollars on the FIRST day of JUNE, 1983 and

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 1st 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 balance and the remainder to principal and all of said principal and interest are to be made payable at such banking house or trust company in the City of Wilmette, 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 The Wilmette Bank in said city.

NOW, THEREFORE, The Mortgagors do hereby agree 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 agreement 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 COUNTY OF COOK, VILLAGE OF WILMETTE AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HERETO

11.00

COOK COUNTY, ILLINOIS FILED FOR RECORD

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Sidney H. Olson RECORDER OF DEEDS

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

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits 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, awnings, stoves and water heaters. All of the foregoing are declared to be 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.

It Is Further Understood and Agreed That:

- 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 or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Holders of the Note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance or as authorized by the Holders of the Note.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special 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. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorms and such other hazards or contingencies as the Holders of the Note may require under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing 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 Trustee for the benefit of the Holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Holders of 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 proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.

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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, Township 42 North, Range 11 East of the Third Principal Meridian, in the Village of Wheeling, described as follows:

Commencing at the South West corner of said Lot 1; thence Northward along the West 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 Minutes 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 86.29 feet; thence North 84 Degrees 54 Minutes 13 Seconds East, a distance of 129.74 feet; thence North 54 Degrees 54 Minutes 13 Seconds East, a distance of 129.91 feet; thence South 35 Degrees 05 Minutes 47 Seconds East, a distance of 86.23 feet; thence South 54 Degrees 54 Minutes 13 Seconds West a distance of 107.79 feet; thence South 20 Degrees 05 Minutes 47 Seconds East, a distance of 107.21 feet; thence South 69 Degrees 54 Minutes 13 Seconds West, a distance of 86.39 feet; thence North 20 Degrees 05 Minutes 47 Seconds West, a distance of 106.89 feet; thence South 84 Degrees 54 Minutes 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 Trust Number 45086, recorded in the Office of the Recorder of Cook County, Illinois, 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,

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PARCEL 2

Easements appurtenant to and for the benefit of Parcel 1, as set forth in 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 23719434 for ingress and egress, in Cook County, Illinois. * * *

END OF RECORDED DOCUMENT