

673873 EIPCL
TRUST DEED

26 267 940

LOAN NUMBER

Use with notes providing for precomputed interest

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 16 19 82, between

Joseph W. Bernstein and Emily J. Bernstein, his wife

herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as "Trustee," witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as holders of the Note, in the sum of \$ 70,000.00, together with interest and charges as therein provided; evidenced by a certain Note, of or guaranteed by one or more of the Mortgagor, of even date herewith, made payable to THE ORDER OF Bernard Keiser and Janet Keiser of Chicago, Illinois, hereafter sometimes referred to as "Payee," and delivered in and by which said Note the Mortgagor promises the payee to pay or guarantee payment of the said sum in installments as follows: one installment payment of \$ 749.52 on the 1st day of August 19 82, and installment payments of the same amount on the 1st day of each month thereafter until the entire sum is paid, except that the final installment payment of said sum and unpaid interest, if not sooner paid, shall be due on the 26th day of June, 19 85. All installment payments are payable at such office as the holders of said Note may, from time to time, in writing appoint and in absence of such appointment, then at the office of the payee in said City.

NOW, THEREFORE, the Mortgagor, to secure the payment of the said sums and all other amounts due under said Note or judgment obtained thereon in accordance with the terms, provisions, and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, and other valuable consideration, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of the Mortgagor's estate, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Exhibit A Attached Hereto and Made a Part Hereof

11.00

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 profits thereof for so long and during all such times as mortgagor 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), ventilation, including (without restricting the foregoing), screens and 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 Mortgagor or the successors or assigns of the Mortgagor 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 Mortgagor does 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 Mortgagor, the heirs, successors and assigns of the Mortgagor.

WITNESS the hand and seal of Mortgagor the day and year first above written.

(SEAL) Joseph W. Bernstein (SEAL)
Joseph W. Bernstein
(SEAL) Emily J. Bernstein (SEAL)
Emily J. Bernstein

STATE OF ILLINOIS

County of COOK



I, STEPHEN S. MESSUTTA
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Joseph W. Bernstein and Emily J. Bernstein, his wife

who is personally known to me to be the same person whose name 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 purposes and uses therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 16th day of June A.D. 19 82

Stephen S. Messutta
Notary Public

68-72-7310

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

1. Mortgagor shall (1) promptly repair, restore or rebuild any building, or improvements now or hereafter on the premises, which have become damaged or in need of repair; (2) keep said premises in good condition and repair, without waste, and free from building violations, encroachments 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 on the premises superior to the lien hereof, and upon request a habit satisfactory evidence of the discharge of such lien from the holder of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of construction on said premises, in conformity with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any period attached to 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 the Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by the statute, any tax or assessment which the Mortgagor may wish to contest.
3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacement or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holder of the note, under insurance policies payable in the case of loss or damage, to Trustee for the benefit of the holders of the note or to the holder of the note, stock receipts to be endorsed by the Standard Marine Insurance Co. to be attached to each policy, and shall deliver all policies, including additional or renewal policies, to 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.
4. In case of default hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act to reimburse or indemnify Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on any tax, assessment, lien, or other purchase, discharge, compromise or settle any tax lien or other lien on title or claim thereon, or perform from any trust account, in connection therewith, including attorney's fees, and any other moneys sustained by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be set much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, in the discretion of Trustee or holders of the note shall never be considered a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagor.
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.
6. 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. Trustee shall be allowed and included an additional indebtedness in the decree for the cost of foreclosure, including attorney's fees, outlays for documents and all court expenses, stenographers' charges, publication costs and costs which may be estimated as to them to be expended after entry of the decree for the sale of the premises, and a commission of five per cent on the proceeds of the sale, together with all other similar data and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sale or to evidence to holders at any sale which may be had, and to such degree the true condition of the title to or the value of the premises. All expenditures and expenses of this nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with the foreclosure proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured. The court fees for the commencement of any suit for the foreclosure hereof after approval of such suit by the Trustee or holders of the note shall be paid by the Mortgagor, and the court fees for the defense of any foreclosure suit so brought shall be paid by the Mortgagor or the party in whose behalf the suit is brought.
7. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment shall be made either before or after the foreclosure, without regard to the solvency of Mortgagor at the time of application for such receiver, and without regard to the title to or the value of the premises or whether the same shall then be occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Said receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and, in case of vacancy, to let and to lease the premises, and to receive the rents, issues and profits therefrom, as well as all other moneys which may be necessary for the proper management of such premises, and to apply the same to the payment of the principal and interest on the note, as well as all other moneys which may be necessary for the proper management and operation of the premises during the whole of said trust. The court fees for the appointment of such receiver and for the carrying on of his office in his behalf in whole or in part of: (1) the indebtedness hereby secured, or (2) any herein foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such other lien, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.
8. No action for the enforcement of the lien or 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 hereby secured.
9. Trustee or 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.
10. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to resort to this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereunder.
11. If the Trustee is an individual trustee rather than a corporate trustee, then in case of the resignation, refusal, inability to act or death of the trustee, the Trustee shall be succeeded by his successor trustee. If the trustee is a corporate trustee and the first successor individual trustee, following the resignation, refusal, inability to act or death of the individual trustee, resigns or is unable to act, the person who shall then be the acting Receiver of Deeds of said County is hereby appointed to be Trustee. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges, and any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
12. This Trust Deed, and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all persons liable for the payment of the principal or payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note for this Trust Deed. Whenever necessary in this Trust Deed and where the context admits, the word "Mortgagor" shall include the heirs, assigns and assigns of the Mortgagor.
13. Mortgagor shall not contract or convey, or authorize construction or repair of the premises, without the written consent of the Trustee.
14. The right is hereby reserved by the Trustee to make partial release or release of the mortgage, or premises, and, under without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, when a partial release or release shall be made in any manner the validity of or priority of this Trust Deed on the mortgaged premises remaining, nor release the Mortgagor from personal liability for the indebtedness hereby secured.
15. This Trust Deed shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured, whether or not renewed, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or date of interest shall not impair in any manner the validity of or priority of this Trust Deed, nor release the Mortgagor from personal liability for the indebtedness hereby secured.
16. Any provision of this document prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
17. In the event this Trust Deed creates a junior lien, Mortgagor hereby grants Trustee or the holder of the note secured by this Trust Deed, the right to contract the validity of or priority of the same.
18. Trustee shall release this Trust Deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity interest, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may execute and deliver genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identical in substance with the description herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
19. Mortgagor 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 without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, (b) immediately upon conveyance by the Mortgagor of title or execution by the Mortgagor of agreement to convey title to all or any portion of the premises, or (c) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
20. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraphs hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest hereon as herein provided; third, to delinquent charges owed under the note; fourth, all principal and interest remaining unpaid on the note; fifth, any over plus to Mortgagor or, their heirs, legal representatives or assigns, as their rights may appear.
21. All obligations of the Mortgagor herein are joint and several.

IMPORTANT

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 6-2207
CHICAGO TITLE AND TRUST COMPANY, as Trustee.
 By me [Signature]
 Assistant Secretary
 Assistant Vice President
 Trust Office.

DELIVER BY NAME CT & T Co
 STREET 1114 Washington
 CITY Chicago Ill. 60602
 INSTRUCTIONS L. Arthur P. Behr 380763 OR

RECORDER'S OFFICE BOX NUMBER 500 533

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

70 207 940

EXHIBIT A. ATTACHED TO AND MADE A PART OF A TRUST DEED UNDER WHICH JOSEPH W. BERNSTEIN AND EMILEY J. BERNSTEIN CONVEYED THE REAL ESTATE DESCRIBED THEREIN TO CHICAGO TITLE AND TRUST COMPANY

PARCEL 1:
UNIT 508 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):
THAT PART OF ORIGINAL LOTS 27 AND 29 IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDARY AND DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT A POINT IN THE SOUTH LINE OF MELROSE STREET 148 FEET 6.5 INCHES WEST OF THE INTERSECTION OF THE SOUTH LINE OF MELROSE STREET AND THE WEST LINE OF SHERIDAN ROAD; THENCE SOUTH 101 FEET 6.5 INCHES ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 27 IN PINE GROVE AFORESAID AND 1,098 FEET 7.5 INCHES EAST OF THE EAST LINE OF EVANSTON AVENUE; THENCE EAST 9 FEET MORE OR LESS TO A POINT 139 FEET 7 INCHES WEST OF AND PARALLEL TO THE WEST LINE OF SHERIDAN ROAD; THENCE SOUTH ON SAID LINE TO A POINT IN THE NORTH LINE OF BELMONT AVENUE (BEING A LINE 33 FEET NORTH OF THE SOUTH LINE OF ORIGINAL LOT 28 IN PINE GROVE) 139 FEET 7 INCHES WEST OF THE WEST LINE OF SHERIDAN ROAD; THENCE EAST ALONG THE NORTH LINE OF BELMONT AVENUE 139 FEET 7 INCHES TO THE WEST LINE OF SHERIDAN ROAD; THENCE NORTH ALONG THE WEST LINE OF SHERIDAN ROAD 331 FEET 1 INCH TO THE SOUTH LINE OF MELROSE STREET; THENCE WEST ALONG THE SOUTH LINE OF MELROSE STREET 148 FEET 6.5 INCHES TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR HARBOR HOUSE CONDOMINIUM ASSOCIATION MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1976 AND KNOWN AS TRUST NUMBER 50400 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 23481866 TOGETHER WITH AN UNDIVIDED .338 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

ALSO
PARCEL 2:
EASEMENTS APPURTENANT TO PARCEL 1 AS CREATED BY A DEED DATED SEPTEMBER 17, 1951 AND RECORDED SEPTEMBER 26, 1951 AS DOCUMENT 15178910 AND AS AMENDED BY AN AGREEMENT RECORDED JULY 19, 1967 AS DOCUMENT NO. 20201519 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS

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