

UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 OCT -2 PM 1:11

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 23, 1986, between STEPHEN J. HIRSCH and CHERYL L. HIRSCH, 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 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

NINETY THOUSAND AND 00/100 (\$90,000.00) 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 September 23, 1986 on the balance of principal remaining from time to time unpaid at the rate of 8% per cent per annum in instalments (including principal and interest) as follows:

Six Hundred Sixty and 39/100 (\$660.39) Dollars or more on the 1st day of November, 1986, and Six Hundred Sixty and 39/100 (\$660.39) Dollars or more on the 1st 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 October, 1991. All such payments on account of the indebtedness evidenced by said note to 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 8% per annum, and all of said principal and interest being made payable at such banking house or trust company in Bloomingdale, 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 F. RAY and BARBARA J. DAVIS 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 Village of Streamwood, COOK COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 89 in Surrey Woods Unit 1, a subdivision in the South 1/2 of Section 15, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois, recorded December 19, 1985, as Document Number 85-330,624 in the Office of the County Recorder of Cook County.

PT# 06 15 301 021
PROPERTY ADDRESS: 11 KENSINGTON, STREAMWOOD, IL. 60007

11.00

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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 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 uses, 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 S and seal S of Mortgagors the day and year first above written.
STEPHEN J. HIRSCH [SEAL] CHERYL L. HIRSCH [SEAL]

STATE OF ILLINOIS, I, the undersigned
County of COOK } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEPHEN J. HIRSCH and CHERYL L. HIRSCH, his wife

Document Prepared: B.M. Jancovic who are personally known to me to be the same person s whose name s 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.

NOTARIAL SEAL
B.M. JANCOVIC
Notary Public, State of Illinois
My Commission Expires 7/29/87

23rd day of September, 1986
Notary Public

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1000 WEST LOUHY AVENUE
PARK RIDGE ILLINOIS 60066

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BRUCE M. JANCOVIC, LTD.

LAW OFFICE OF
MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

By *[Signature]*
CHICAGO TITLE AND TRUST COMPANY
Assistant Secretary/Assistant Vice President
Thristie

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

1. The Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of or through herein given Trustee.

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, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereof.

13. Trustee shall release this trust deed and the lien thereon 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 at the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note, representing all indebtedness hereby secured has been paid, together with a proper instrument bearing a release of the note, and a release of the mortgage, in whole or in part, as requested by the person designated as the maker hereof; and where the release is requested of the original note, and which purports to place the secured Trustee may accept as the genuine note herein described any note which bears an identification number, reporting to be placed thereon by a prior trustee hereunder or which conforms with the description herein contained of the note, and which purports to be executed by persons herein designated as makers hereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

16. The word "note" when used in this instrument shall be construed to mean "note" or "mortgage" where more than one note is used.

17. Mortgagee shall, (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment of the cost of repairs or replacement of such property, and (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for work done or material furnished to the premises, and (c) pay when due any indebtedness which may be secured by a lien or charge on the premises subject to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the note; (d) complete within a reasonable time any building or building improvements or other work on the premises in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

18. Mortgagee shall pay before any 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 Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

19. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment of the cost of repairs or replacement of such property, and (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for work done or material furnished to the premises, and (c) pay when due any indebtedness which may be secured by a lien or charge on the premises subject to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the note; (d) complete within a reasonable time any building or building improvements or other work on the premises in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

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

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