

UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD 86464513

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made SEPTEMBER 26, 1986, between JACK GOLDBERG AND LYNNE S. BRONN GOLDBERG, HIS WIFE

13.00

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 THIRTY NINE THOUSAND SEVEN HUNDRED FIFTY AND 00/100

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BOXER~~ THE FIRST NATIONAL BANK OF LINCOLNWOOD, A NATIONAL BANKING ASSOCIATION

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from DATE on the balance of principal remaining from time to time unpaid at the rate of * per cent per annum in instalments (including principal and interest) as follows: SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

----- Dollars or more on the ----- day of ----- and ----- Dollars or more on the ----- day of each ----- 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 ----- day of -----

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 ** per annum, and all of said principal and interest being made payable at such banking house or trust company in LINCOLNWOOD

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 FIRST NATIONAL BANK OF ~~CHICAGO~~ LINCOLNWOOD, 6401 N. LINCOLN AVE., LINCOLNWOOD, IL. 60645

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 CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

** SEE DEFAULT RATE ON RIDER ATTACHED HERETO AND MADE A PART HEREOF.

THIS INSTRUMENT WAS PREPARED BY CHARLES A. GREENSTEIN
6401 NORTH LINCOLN AVENUE, LINCOLNWOOD ILLINOIS

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 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.

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

Jack Goldberg [SEAL] Lynne S. Bronn Goldberg [SEAL]
JACK GOLDBERG LYNNE S. BRONN GOLDBERG
[SEAL] [SEAL]

STATE OF ILLINOIS, } I, MATHILDA SZAFRANIEC
County of COOK } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JACK GOLDBERG AND LYNNE S. BRONN GOLDBERG, HIS WIFE

who are personally known to me to be the same person s whose names 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.

Given under my hand and Notarial Seal this 3rd day of October 1986

Mathilda Szafraniec Notary Public

NOTARIAL SEAL
DA SZAFRANIEC
Notary Public, State of Illinois
Commission Expires 11-29-86

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The principal sum and interest to be payable in installments as follows: \$ 280.52
or more on the 1st day of DECEMBER, 19 86 and \$ 280.52 or more on
the 1st day of each and every 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 NOVEMBER, 2015.

Interest on said note shall accrue at a rate per annum equal to the interest rate index in
effect each day, which rate shall change when and as the interest rate index changes. All
instalment payments received on said note shall be applied first to the payment of interest
accrued to the date the instalment is paid, and any amount remaining from an instalment after
application to interest shall be applied in reduction of unpaid principal. Interest on said
note shall increase to a rate per annum equal to the sum of the interest rate index in
effect each day plus 5%, which rate shall change when and as the interest rate index changes
after the due date of the final instalment or upon default until all liabilities are paid.
Interest on said note will be computed based upon a 365-day year for the actual number of
days elapsed. The interest rate index is the moving average each month of the highest "Prime
Rate" as published in the Money Rates section of The Wall Street Journal each business
day. The Prime Rate in effect on non-business days shall be the highest Prime Rate
published in The Wall Street Journal on the immediately preceding business day. Any
interest rate index change shall be effective as of the first day of the second month
immediately following a change in the interest rate index for any month. If the index is no
longer available, the bank will choose a new index in its sole discretion and will send
notification of this choice. The instalment payments due under said note shall be changed
as of the first day of the month following the effective date of any change in the interest
rate index to a monthly payment amount sufficient to repay the loan based on a 29-year
amortization from the original date of said note at the new interest rate. Bank shall give
notice at least 25 days prior to the effective date of any change in the instalment
payment pursuant to a change in the interest rate index as hereinabove set forth.

In addition to the payments called for herein, Mortgagors shall deposit monthly with the
holder of the Collateral Instalment Note a sum equal to 1/12 of the annual Real Estate tax
bill based upon the last ascertainable tax bill as Tax Reserve. All deposits made pursuant
to this tax reserve clause shall be on a Debtor-Creditor relationship, and the holder of said
reserve shall not be obligated to pay any interest thereon, same being specifically waived by
the Mortgagors hereunder. Holder of said reserve does not assume the obligation of paying
the real estate taxes, and it shall remain the obligation of the Mortgagors to secure such
funds from the reserve to pay such taxes when due, or in lieu thereof, Mortgagors shall
establish an interest bearing pledged savings account in accordance with the provisions of
Illinois Revised Statutes, Chapter 17, Paragraph 4906.

TRANSFER OF THE PROPERTY; DUE ON SALE

If all or any part of the premises or any interest in it is sold or transferred without the
prior written consent of the holders of the Note hereby secured, the holders of the Note may,
at their option, require immediate payment in full of all unpaid indebtedness secured by this
Trust Deed.

If the holders of the Note exercise this option, they shall give First Party, its successors
or assigns, notice of acceleration. The notice shall provide a period of not less than 30
days from the date the notice is delivered or mailed within which First Party, its successors
or assigns, must pay all indebtedness secured by this Trust Deed. If First Party, its
successors or assigns, fails to pay all the indebtedness prior to the expiration of this
period, the holders of the Note may invoke any remedies permitted by this Trust Deed without
further notice or demand on First Party, its successors or assigns.

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LEGAL DESCRIPTION ATTACHED TO TRUST DEED DATED SEPTEMBER 26, 1986 BY AND BETWEEN JACK GOLDBERG AND LYNNE S. BRONN GOLDBERG AND THE FIRST NATIONAL BANK OF LINCOLNWOOD

UNIT NUMBER 3003, IN 5445 EDGEWATER PLAZA, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE SOUTH 31 FEET OF THE NORTH 875 FEET OF THE WEST 131.96 FEET, AND THAT PART LYING SOUTH OF THE SAID NORTH 875 FEET OF THE EAST FRACTIONAL HALF OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ALL AS MEASURED PARALLEL WITH THE WEST AND NORTH LINES OF SAID EAST FRACTIONAL HALF OF THE NORTH EAST 1/4) AND LYING NORTH OF A LINE THAT IS DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SHERIDAN ROAD, THROUGH A POINT IN SAID EAST LINE THAT IS 1.090 FEET SOUTH OF THE SAID NORTH LINE OF EAST FRACTIONAL HALF OF THE NORTH EAST 1/4; ALL OF THE ABOVE LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS ESTABLISHED BY DECREE ENTERED JULY 6, 1908, IN CASE NUMBER 285574, IN CIRCUIT COURT, AS SHOWN ON PLAT RECORDED JULY 9, 1908, AS DOCUMENT NUMBER 4229498 (EXCEPT THEREFROM THE WEST 47 FEET THEREOF HERETOFORE CONDEMNED AS PART OF SHERIDAN ROAD) IN COOK COUNTY, ILLINOIS), WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'C' TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1969 KNOWN AS TRUST NUMBER 27801, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24267313, TOGETHER WITH AN UNDIVIDED .19716 PERCENT 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 PLAT OF SURVEY), IN COOK COUNTY, ILLINOIS.

Recorder's Office