

UNOFFICIAL COPY

TRUST DEED

3 7 1 6 3 5 8 0
86066530

THE ABOVE SPACE FOR RECORDERS USE ONLY

This Indenture, Made January 6th, 1986, between Harris Trust and Savings Bank, an Illinois corporation not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 27th, 1979 and known as Trust No. 39711 herein referred to as "First Party," and The Morton Grove Bank herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed one note bearing even date herewith in the PRINCIPAL SUM OF

--Twenty Eight Thousand Six Hundred Ninety Seven & 62/100--- DOLLARS, made payable to HEARER and delivered, in and by

which said Note, the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum as follows:

In full accordance with a Note, dated January 6th, 1986, to The Morton Grove Bank, in the amount of \$28,697.62 executed by Sheldon H. Berman and Patrice L. Berman, and all extensions, additional advances, renewals, or refinancing thereof.

*maximum

principal bearing interest after maturity at the rate of * per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Morton Grove, ILL. 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 Morton Grove Bank, 8700 N. Waukegan Rd, Morton Grove, Ill. 60053

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF

AND STATE OF ILLINOIS, to wit:

Lot 7 (except the West 2.0 feet thereof) in Smook-Siems and Company's Hamwood Park being a subdivision of the South 1/2 of the N.E. 1/4 (except that part lying Northeasterly of the Northwesterly line of the right of way of the Chicago and Northwestern Railway Company), of Section 16, Township 41 North, Range 13 East of the third Principal Meridian, in Cook County, Illinois.

18 FEB 26 9 56 AM '86

PIN= 10-16-111-014 *AH*

5212 Hamwood Terrace, Skokie, Illinois Cook County

86066530

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 First Party, its successors or assigns may be entitled thereto (which are pledged primarily and in 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, in cooking (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, interior 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 First Party or its 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.

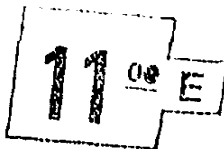
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof.

IN WITNESS WHEREOF, South Shore National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

Harris Trust and Savings Bank,
As Trustee as aforesaid and not personally.

By [Signature]
Vice-President

ATTEST [Signature]
Assistant Secretary



STATE OF ILLINOIS, | ss.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the The Harris Bank & Trust CO., a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd Day of February A.D. 19 86

Prepared by David Husman MY COMMISSION EXPIRES AUGUST 11, 1986.
8700 N. Waukegan Rd. Morton Grove, Illinois 60053 [Signature]

Notary Public

-86-066530

REGISTERED

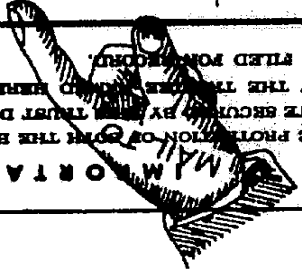
INSTRUCTIONS

NAME THE MORTON GROVE BANK

STREET 8700 N. Waukegan Rd.

CITY Morton Grove, Illinois 60053

FOR RECORDING UNDER MORTGAGE DEPARTMENT OF REVENUE



FOR THE PROTECTION OF THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE

Form with fields for 'This Trustee' and 'Under Identification No.' and a note: 'The Note mentioned in the within Trust Deed has been identified herewith'.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. If Mortgagor shall sell, assign, or transfer any right, title or interest in said premises, or any portion thereof without the written consent of the holder of the note, secured hereby, holder of said note shall have the right, at holder's option to declare all unpaid indebtedness secured by this trust deed to be immediately due and payable, anything in said Note or this Trust Deed to the contrary notwithstanding. 2. The Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose... 3. The Trustee shall release the trust deed and the lien thereof upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid in full... 4. 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 specifically as set forth in paragraph one hereof and such default shall continue for three days, and option to be exercised at any time after the expiration of said three day period... 5. The proceeds of any sale of the premises shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all other liens which have priority over the mortgage secured hereunder... 6. The proceeds of any sale of the premises shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all other liens which have priority over the mortgage secured hereunder... 7. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose... 8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be liable for any act or omission hereunder, except in case of the own gross negligence or willful neglect of that of the agent or employee of Trustee, and it may require independent satisfactory evidence to it in order to exercise any power hereunder... 9. Trustee shall release the trust deed and the lien thereof upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid in full... 10. Trustee shall release the trust deed and the lien thereof upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid in full... 11. If Mortgagor shall sell, assign, or transfer any right, title or interest in said premises, or any portion thereof without the written consent of the holder of the note, secured hereby, holder of said note shall have the right, at holder's option to declare all unpaid indebtedness secured by this trust deed to be immediately due and payable, anything in said Note or this Trust Deed to the contrary notwithstanding.

86066530