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TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

70-64-651-03



THIS INDENTURE, made July 31 1986 between  
 Carl Levine and Roberta F. Levine, his wife  
 herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, 111 W. Washington  
 Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

Three Hundred Sixty Thousand and 00/100 (\$360,000.00)-----DOLLARS,  
 evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on November 1 1986 without interest thereon from July 31, 1986 until maturity, at the rate of \_\_\_\_\_ per cent per annum, payable semiannually on the \_\_\_\_\_ day of \_\_\_\_\_ and of \_\_\_\_\_ in each year; all of said principal and interest bearing interest after maturity at the rate of ten (10%) per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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

Chicago Title and Trust Company, 111 W. Washington Street 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 Winnetka COUNTY OF COOK AND STATE OF ILLINOIS,

to wit: PARCEL 1: THAT PART OF LOT 8 IN NERGARD'S SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 10 1917 AS DOCUMENT 6150238 IN BOOK 152 OF PLATS, PAGE 2 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE LINE 262.3 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 8, 617.22 FEET EAST OF THE WEST LINE OF LOT 8 THENCE EASTERLY ALONG THIS SAID LINE BEING 262.3 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF LOT 8 AFORESAID TO THE INTERSECTION OF THIS SAID LINE WITH A LINE DRAWN FROM A POINT 231 FEET SOUTH OF THE NORTH LINE OF SAID LOT 8 AND DISTANT 491.42 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 29 TO A POINT IN THE SOUTH LINE OF SAID LOT 8, 829.12 FEET DISTANT FROM THE SOUTH WEST CORNER OF SAID LOT 8 THENCE SOUTHERLY TO A POINT IN THE SOUTH LINE OF SAID LOT 8 DISTANT 829.12 FEET FROM THE SOUTH WEST CORNER OF LOT 8 THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 8 TO A POINT 617.22 FEET EAST OF THE SOUTH WEST CORNER OF LOT 8 THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 8 AND DISTANT 617.22 FEET THEREFROM TO THE POINT OF BEGINNING. PARCEL 2: THE NORTH 16 1/2 FEET OF LOT 9 IN NERGARD'S SUBDIVISION OF PART OF WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1917 AS DOCUMENT 6150238 IN BOOK 152 OF PLATS, PAGE 2 EXCEPTING THEREFROM THE EAST 491.42 FEET AND THE WEST 617.22 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 05-29-108-032

\*The Mortgagors shall have the right to extend the maturity date, with interest, for a period not to exceed thirty (30) days, provided Mortgagors notify the holder of the Note secured hereby in writing at least thirty (30) days prior to November 1, 1986. All interest accrued on which, with the property hereinafter described, is referred to herein as the "premises," the Principal Note shall be due and payable on

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. \*on the maturity date.

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.

*Carl Levine*  
 Carl Levine

[SEAL]

*Roberta F. Levine*  
 Roberta F. Levine

[SEAL]

11 00

[SEAL]

[SEAL]

STATE OF ILLINOIS,

County of Cook

SS.

I, *the undersigned*  
 a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
 Carl Levine and Roberta F. Levine, his wife

who are personally known to me to be the same persons 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 *31st* day of *July*, 1986.

Notarial Seal

*Dorothy Cannon* Notary Public

86327845

115 Woodley Lane

Chicago, Illinois 60601

180 N. LaSalle, Suite 1500

BERGER, NEWMARK & FENCHEL P.C.

Michael R. Wolfe

MAIL TO: and prepared by:

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

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

17. Any sale, conveyance or transfer of any right, title or interest in the property or any portion thereof without the prior written approval of the holder of the Note secured hereby or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the property or any transfer of any Partnership interest in said Partnership own the beneficial interest of Mortgagor without the prior written approval of the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Trust Deed immediately or at any time such default or important occurs.

18. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed if the release deed is issued. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. 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 deed is issued. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

19. The Trustee shall release this trust deed and the lien thereon by proper instrument if, 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 receipt to and at the request of any person who shall either certify that the release deed has been fully paid, and Trustee may execute and deliver a release receipt to and at the request of any person who shall either certify that the release deed has been fully paid, and Trustee may execute and deliver a release receipt to and at the request of any person who shall either certify that the release deed has been fully paid.

20. The Trustee shall have 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 given unless expressly obligated by the terms hereof, nor shall Trustee be liable for any act or omission hereon, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and if it is by any negligent instrument or instrument to it before exercising any power that purpose.

21. 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 the party intending same in an action at law upon the note hereby secured. No action for the enforcement of the lien or of any provisions hereof shall be subject to any defense which would not be good and available to the holder of the note in case of a sale and delivery. No action for the enforcement of the lien hereof or of any provisions hereof shall be subject to any defense which would not be good and available to the holder of the note in case of a sale and delivery.

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CHICAGO TITLE AND TRUST COMPANY  
Trustee  
By *Michael R. Wolfe*

Identification No. 86327845

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