

UNOFFICIAL COPY

TRUST DEED

87545622

This Indenture, Made this 05 day of October, 1987, between

Tamara David and Epharim David, her husband, who reside at 9444 Kenneth, Skokie, Illinois

L. H. Tayne, of Glencoe, Illinois, herein referred to as "Mortgagor", and

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 principal sum of Two Hundred Thousand and 00/100----- (\$200,000.00)----- Dollars, evidenced

by one certain Installment Note of the Mortgagor of even date herewith, made payable to ~~UNIFIN~~ and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum on demand ~~installments as follows:~~

~~on the _____ day of _____, 19____, and _____ Dollars on the _____ day of each _____~~

~~thereafter, to and including the _____ day of _____, 19____, with a final payment of the balance due on the _____ day of _____, 19____, with interest from _____ on the principal~~

~~balance from time to time until the note is paid in full.~~
each of said installments of principal bearing interest ~~at~~ maturity at the rate of seven 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 UNI-FIN CORP., 200 West Adams Street, in said City,

AND, WHEREAS, Mortgagor has executed, acknowledged and delivered this trust deed to secure, in addition to the note described above, any and all sums, indebtedness, and liabilities of any and every kind now or hereafter owing or to become due from Mortgagor to holders of the Note, however created, incurred, evidenced, acquired or arising, whether under the note or this trust deed or any other instruments, obligations, contracts or agreements of every kind now or hereafter existing or entered into by and between Mortgagor and holders of the Note or otherwise, and whether direct, indirect, primary, secondary, fixed or contingent, together with interest thereon as provided in said instruments, and any and all renewals and extensions of any of the foregoing, all of which said sums, indebtedness and liabilities are hereinafter referred to as "future advances" and all of which "future advances", as aforesaid, together with any such instruments, are hereby expressly secured by this trust deed, provided, however that the total indebtedness of any "future advances" outstanding at any one time and which is so secured hereby, exclusive of the above described note, shall in no event exceed \$ 450,000.00 and provided further that in the event holders of the Note shall take notes as evidence of any "future advance" from holders of the Note to Mortgagor or accept additional collateral of any nature whatsoever as security for the payment of such "future advances", the same shall in no wise limit, affect, or qualify this trust deed and the lien thereof, with respect to such "future advances" or payments by holder of the note to Mortgagor;

NOW, THEREFORE, the Mortgagor, 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 to secure the payment of said "future advances" in accordance with the terms of the instruments evidencing and otherwise securing the same and in accordance with the terms, provisions and limitations of this trust deed and to secure 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, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns or personal representatives, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Skokie County of Cook

and State of Illinois, to wit:

Lot 7 in Block 7 in ~~Kronn~~ and ~~Dato's~~ Devonshire Manor Annex being a subdivision of part of Section 15, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois and commonly known as 9444 Kenneth, Skokie, Illinois.

10-15-305-004 FBUN

Permanent Tax No. 10-15-112-007

THIS IS A JUNIOR MORTGAGE

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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 to and at the request of any person who shall, either before or after maturity thereof, 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 accept as the 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 on behalf of the corporation herein designated as the maker thereof; and where the release is requested of the original trustee and the original trustee has never executed a certificate on any instrument identifying same as the note described herein, the original trustee 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 person or persons herein designated as maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, death, 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. 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 such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or any instruments evidencing or otherwise securing said "future advances" or this Trust Deed.

16. (Definition) In the event this instrument is signed by more than one person as Mortgagor, whenever the context so admits, the term "Mortgagor" shall be construed as including the heirs and personal representatives of the parties signing and all pronouns shall be construed as meaning the person, number and gender appropriate to the first designation of the parties signing.

Property of Cook County Clerk's Office

WITNESS the handS and sealS of Mortgagor the day and year first above written.

_____(SEAL)_____ *Tamara David* _____(SEAL)
_____(SEAL)_____ *E. David* _____(SEAL)
Epharim David

STATE OF ILLINOIS,
County of COOK ss.

I, BERNIECE COLONY
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Tamara David and Epharim David, her husband
_____ who are

personally known to me to be the same personS whose nameS _____ 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 6th day of _____

Notary Public
Berniece Colony
Acting in Cook County, Ill.
Comm. Expires 11/1/82

day of October, A. D. 1987
Berniece Colony
Notary Public

THIS INSTRUMENT WAS PREPARED BY: B. COLONY, 200 West Adams Street, Chicago, Illinois 60606.

87545622

(ETV, INC.)

LOAN # _____

Box _____

TRUST DEED

Tamara David
and
Epharim David

To

L. H. Tayne
Trustee

PROPERTY ADDRESS

9444 Kenneth

Skokie, Illinois 60077

Mail to:

UNI-FIN CORP.
200 WEST ADAMS
CHICAGO, ILLINOIS 60606

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No.

CHICAGO TITLE & TRUST CO. as Trustee

By _____

Assistant Secretary
Vice President



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DEPT-01 RECORDING

THILLI TRAN 6788 10/07/87 10:31:00
#1501 # 4 * 07-646622
COOK COUNTY RECORDER

\$14.25

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