

UNOFFICIAL COPY

13.00

TRUST DEED

Prepared by [unclear] for First National Bank Mt Prospect  
9990 Elmhurst Rd Mt Prospect, IL 60052 87595826

SLH/EST/SLC

THIS INDENTURE, Made October 2, 1987, between Lorraine Zolonz, divorced and not since married and Sylvia Cohen, a widow

herein referred to as "Mortgagors," and First National Bank of Mount Prospect, a national banking association residing in Mount Prospect, Illinois, (herein referred to as Trustee"), witnesseth:

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

Thirty Thousand and 00/100-----Dollars (\$30,000.00), evidenced by one certain Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 9.0 % per annum prior to maturity as follows:

Thirty Thousand and 00/100-----Dollars (\$30,000.00), on ~~the~~ Demand. All payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal unless paid when due shall bear interest at the rate of 12.0 per cent per annum.

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 Buffalo Grove County of Cook and State of Illinois, to wit:

See legal attached hereto and made a part hereof

PARCEL 1:  
UNIT NUMBER 1-105 IN VILLA VERDE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
PART OF VILLA VERUE, A SUBDIVISION OF THE SOUTH 670 FEET OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BUFFALO

GROVE, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1972 AS DOCUMENT NUMBER 21765265, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 26700515, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND THE TENEMENTS AND APPURTENANCES THEREUNTO BELONGING, IN COOK COUNTY, ILLINOIS

PARCEL 2:  
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE UMBRELLA DECLARATION FOR VILLA VERDE DATED JULY 22, 1983 AND RECORDED AS DOCUMENT NUMBER 26700513 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST 57523 TO GERALD I. SIMS AND JOANNE B. SIMS, DATED MAY 9, 1983 AND RECORDED FEBRUARY 1, 1984 AS DOCUMENT 26953130 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

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John 852-540

laza

...mortgagee... shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgagors shall pay each sum of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the Note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this Note or in this Trust Deed to the contrary, become due and payable (a) in the case of default for ten days in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.

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7. 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 the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the Note (or reasonable attorney's fees, Trustee's fees, appraiser's fees, costs for documentary and export evidence, computerized charge, publication costs and costs (which may be estimated as to items less than \$500) and other costs of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Tarron's certificates, and similar data and encumbrances with respect to title as Trustee or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to lenders at any said which may be had pursuant to such decree the true condition of the title to or the value of the premises. All costs, fees and expenses of the nature in this paragraph mentioned shall become an such additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceeding, including protest and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the true value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rent, issue and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and delivery, during the full statutory period of redemption, whether there be redemptions or not and also to carry any other business which may be necessary or be used in such cases for the protection, possession, control, management and operation of the premises and all other business which may be necessary or be used in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) Tax delinquency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in a similar action at law upon the Note hereby secured.

11. 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.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obliged to record this Trust Deed or to assume any power hereunder unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own negligence or malfeasance or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof 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 for true without inquiry. When a release is requested of a successor trustee, such successor trustee may accept as the genuine Note a copy of 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 by the persons herein designated as the makers thereof, and where the release is requested of the original trustee it has never executed a certificate on any instrument identifying same as the Note described herein, it 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 persons herein designated as makers 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, inability or refusal to act of the above-named Trustee, then the Chicago Title and Trust Company, of Cook County, Illinois, shall be and it is hereby appointed Successor Trustee. 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 each person shall have executed the Note or this Trust Deed.

16. The Trustee, individually, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occurred or exists, and said Trustee as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to all the same security and to all the same rights and remedies as are in this Trust Deed given to the holder of the Note with like effect as if said Trustee were not the Trustee under this Trust Deed. No merger of the interest of said Trustee as a holder of the Note and as Trustee hereunder shall ever be deemed to have occurred or happened. Any actions or remedies provided in this Trust Deed to be taken by the Trustee or the holder of the Note may be taken jointly by the Trustee and any holder of the Note.

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

Lorraine Zolonz  
Lorraine Zolonz (SEAL)

(SEAL)

Sylvia Cohen  
Sylvia Cohen (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS }  
County of De Page } 55.

I, the undersigned  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Lorraine Zolonz, divorced and not since remarried and  
Sylvia Cohen, a widow  
who AIR personally known to me to be the same person R whom or HE RIE 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 Notary Seal this 2 day of October  
A.D. 19 87

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Mary Just  
10-18-87  
Notary Public.

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. TN-400  
First National Bank of Mt. Prospect  
By Michael P. Harris

COOK COUNTY ILLINOIS  
CLERK OF THE COURT

1987 NOV -4 PM 2:12

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1. Mortgages shall pay before any general... 2. Mortgages shall pay before any general... 3. Mortgages shall pay before any general...

IT IS FURTHER UNDERSTOOD AND AGREED THAT TO HAVE AND TO HOLD the premises and the... benefit the Mortgagee do hereby expressly release and waive...

TOGETHER with all buildings, improvements, furnishings, equipment, and all other... which, with the property hereinafter described, is referred to herein as the "premises"...

Property Address: 1 Villa Verde, Unit 105, Buffalo Grove, IL. Document Prepared By: Michael F. Garcia, First National Bank Mt. Prospect, One First Bank Plaza

TO HAVE AND TO HOLD the premises and the... benefit the Mortgagee do hereby expressly release and waive... TOGETHER with all buildings, improvements, furnishings, equipment, and all other...

THIS INDENTURE, made October 2, 1987, between Lorraine Zoloz, divorced and not... and Sylvia Cohen, a widow... hereinafter referred to as "Mortgagees," and First National Bank...

Witnesseth: residing in Mount Prospect of Mount Prospect, a national banking association...

Prep by Mail to: First National Bank Mt Prospect 875952826 BOX 388-GG Mt Prospect, IL 60052

13.00 TRUST DEED

71375210495

745-258 Trust

COOK COUNTY CLERK

<p>The instrument was recorded in the Cook County Trust Deed Book No. 40-400</p> <p>First National Bank of Chicago</p> <p><i>Michael J. [Signature]</i></p>	<p><b>IMPORTANT</b></p> <p>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.</p> <p>CONF.</p>
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Notary Public  
*Mary J. [Signature]*  
10-18-87

A.D. 1987

GIVEN under my hand and Notary Seal this 18th day of October 1987

they appeared before me this day in person and acknowledged that they were personally known to me to be the same person as **Sylvia Cohen, a widow** and **Lorraine Zoloz, divorced and not since remarried and a Notary Public** in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF ILLINOIS }  
County of Cook } ss

*Lorraine Zoloz* (SEAL)  
*Sylvia Cohen* (SEAL)

Witness the hand of [Name] and seal of [Name] this [Day] and Year first above written.

1. The undersigned hereby certify that the instrument was recorded in the Cook County Trust Deed Book No. 40-400.

2. The undersigned hereby certify that the instrument was recorded in the Cook County Trust Deed Book No. 40-400.

3. The undersigned hereby certify that the instrument was recorded in the Cook County Trust Deed Book No. 40-400.

4. The undersigned hereby certify that the instrument was recorded in the Cook County Trust Deed Book No. 40-400.

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17. The undersigned hereby certify that the instrument was recorded in the Cook County Trust Deed Book No. 40-400.

18. The undersigned hereby certify that the instrument was recorded in the Cook County Trust Deed Book No. 40-400.

19. The undersigned hereby certify that the instrument was recorded in the Cook County Trust Deed Book No. 40-400.

20. The undersigned hereby certify that the instrument was recorded in the Cook County Trust Deed Book No. 40-400.

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