

TRUST DEED

1987 MAY 19 AM 10:53

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made APRIL 30 1987, between JAMES R. JACOBS SINGLE, AND NEVER MARRIED

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 FORTY FIVE THOUSAND

AND 00/100-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF THE FIRST NATIONAL BANK OF LINCOLNWOOD, A NATIONAL BANKING ASSOCIATION

and delivered, in 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 8.75 percent per annum in instalments (including principal and interest) as follows: THREE HUNDRED

FIFTY SIX AND 58/100-----Dollars or more on the 1st day of JULY 1987, and THREE HUNDRED FIFTY SIX AND 58/100-----Dollars or more on the 1st. day of each 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 JUNE 1992

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 LINCOLNWOOD, 6401 N. LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS 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 EVANSTON COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

\*\*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

IN ADDITION TO THE PAYMENTS CALLED FOR HEREIN, OBLIGORS SHALL DEPOSIT WITH THE HOLDER OF THIS NOTE MONTHLY 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 OBLIGORS HEREUNDER. HOLDER OF SAID RESERVE DOES NOT ASSUME THE OBLIGATION OF PAYING THE REAL ESTATE TAXES, AND IT SHALL REMAIN THE OBLIGATION OF THE OBLIGORS TO SECURE SUCH FUNDS FROM THE RESERVE TO PAY SUCH TAXES WHEN DUE, OR IN LIEU THEREOF, OBLIGORS SHALL ESTABLISH AN INTEREST BEARING PLEDGED SAVINGS ACCOUNT IN ACCORDANCE WITH THE PROVISIONS OF ILLINOIS REVISED STATUTES, CHAPTER 17, PARAGRAPH 14-06.

FULL RIGHT OF PREPAYMENT WITHOUT PENALTY GRANTED.

\*INTEREST AFTER MATURITY AT THE RATE OF 13.75%. IN ADDITION THERETO, THERE SHALL BE A \$15.00 CHARGE FOR EACH INSTALMENT THAT IS NOT PAID WITHIN TEN (10) DAYS OF THE DUE DATE.

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.

Notary Public, State of Illinois My Commission Expires 12/9/90

Given under my hand and Notarial Seal this 19th day of May 1987

Notary Public

Notarial Seal

MAY 18 1987 1-19-6183

174.00



UNOFFICIAL COPY

TRUST DEED

1987 MAY 19 AM 10:53

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made APRIL 30 1987, between JAMES R. JACOBS SINGLE, AND

14.00

Property of Cook County Clerk's Office

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.

\_\_\_\_\_  
[ SEAL ] *James R. Jacobs* [ SEAL ]  
\_\_\_\_\_  
[ SEAL ] JAMES R. JACOBS [ 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 JAMES R. JACOBS SINGLE, AND NEVER MARRIED

who are personally known to me to be the same person \_\_\_\_\_ whose name is \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL  
MATHILDA SZAFRANIEC  
Notary Public, State of Illinois  
My Commission Expires 12/9/90

Given under my hand and Notarial Seal this 14th day of May 1987.

*Mathilda Szafraniec* Notary Public

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WM 87268534

UNIT NUMBER 2018-2'E' AS DELINEATED ON SURVEY OF LOTS 3 AND 4 IN BLOCK 2 IN WHEELER'S AND OTHERS SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF SHERMAN AVENUE, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY THE FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 25, 1976 AND KNOWN AS TRUST NUMBER "R"-1912, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23693245, TOGETHER WITH AN UNDIVIDED 4.26 PER CENT 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 SURVEY) IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Public Clerk's Office

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