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TRUST DEED

DEPT-01 RECORDING \$13.25
T#1111 TRAN 8036 05/21/87 15:39:00
#8121 #A *-87-275843
COOK COUNTY RECORDER

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 31 1987, between MICHAEL J. WASSERMAN and SALLY J. WASSERMAN, his wife,

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 holder or 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 FIFTY THOUSAND (\$50,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 27, 1987 on the balance of principal remaining from time to time unpaid at the rate of ten (10%) per cent per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED THIRTY-EIGHT AND 79/100 (\$438.79) Dollars on the 17th day of March 1987, and FOUR HUNDRED THIRTY-EIGHT AND 79/100 Dollars on the 17th 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 16th day of February 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 14 (14%) 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 Laurie Vollen 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE SOUTH 5 FEET OF LOT 7 AND ALL OF LOT 8 IN BLOCK 1 IN LINCOLNWOOD TOWERS SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST FRACTIONAL HALF OF THE SOUTH EAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT THEREOF RECORDED AUGUST 12, 1940 AS DOCUMENT 12528729, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos.: 10-33-433-008 and 10-33-433-071

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.

MICHAEL J. WASSERMAN [SEAL] SALLY J. WASSERMAN [SEAL]

STATE OF ILLINOIS,)
County of Lake } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL J. WASSERMAN and SALLY J. WASSERMAN, his wife,

who 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. DONALD S. LAVIN Notary Public

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This Trust Deed Rider is made this 17 day of February, 1987, and is included in, and shall be deemed to amend and supplement a Trust Deed to secure debt dated on even date herewith, given by the undersigned Mortgagor to secure Mortgagor's Note to BEARER (Lender) and covering the property commonly known as 6701 LEROY LINCOLNWOOD, ILL. In addition to the covenants and agreements made in said Trust Deed, Mortgagor and Lender further covenant and agree as follows:

1. TRANSFER OF PROPERTY; ASSUMPTION. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor including by Contract for Deed or Assignment of Beneficial Interest without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (d) if the Premises are not the principal place of residence of the Mortgagor, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph (1) and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Mortgagor from all obligations under this Trust Deed and Note. If Lender exercises such option to accelerate, Lender shall mail Mortgagor by Certified Mail notice of acceleration at the property address. Such notice shall provide a period of not less than 60 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Mortgagor, invoke any remedies permitted by Paragraph (2) hereof.

(2) ACCELERATION; REMEDIES. Except as provided in Paragraph (1) hereof, upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Trust Deed, including the covenants to pay when due any sums secured by this Trust Deed, Lender, prior to acceleration, shall mail notice to Mortgagor as provided in Paragraph (1) hereof specifying: (1) the breach; (2) the action required to secure such breach; (3) a date, not less than 60 days from the date the notice was mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Trust Deed, foreclosure by judicial proceedings and sale of Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Trust Deed to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceedings all expenses of foreclosure including, but not limited to, reasonable attorneys' fees, costs of documentary evidence, abstracts, and title reports.

IN WITNESS WHEREOF, Mortgagor has executed this Trust Deed Rider on the date first above written.

Michael J. Wasserman
MICHAEL J. WASSERMAN

Sally J. Wasserman
SALLY J. WASSERMAN

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