

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 26, 1988, between MICHAEL G. ANKIN and FRIEDA ANKIN, 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 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 One Hundred Fifty Thousand (\$150,000.00)

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 January 1, 1989 on the balance of principal remaining from time to time unpaid at the rate of Nine percent per annum in instalments (including principal and interest) as follows: Twelve Hundred

Six and 94/100 (\$1,206.94) Dollars or more on the first day of January 1989 and Twelve Hundred Six and 94/100 Dollars or more on the First day of each Month thereafter until said note is fully paid.

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 Twelve per annum, and all of said principal and interest being made payable at such banking house or trust company in Skokie, 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 holder of said note, 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 Wilmette, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 2 IN GEHRIG'S STONEWALL, A SUBDIVISION OF PART OF GEHRIG'S SUBDIVISION AND PART OF LOT 1 OF GEHRIG'S SUBDIVISION UNIT NO. 2 IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WILMETTE, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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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.

Permanent Index No.: 05-31-408-162

WITNESS the hand s and seal s of Mortgagors the day and year first above written,

MICHAEL G. ANKIN | SEAL | FRIEDA ANKIN | SEAL |

STATE OF ILLINOIS,

I, undersigned

County of Cook

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL G. ANKIN and FRIEDA ANKIN,

his wife

"OFFICIAL SEAL"

CAROL A. RILEY

who are personally known to me to be the same person s whose name s 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 26th day of October 1988.

Prepared by: 5701 W. Cermak Rd.

Carol A. Riley Notary Public

Notarial Seal Cicero, ILLINOIS 60650

Chicago, Illinois 60550 Cicero, Illinois 60550

MAIL TO: Avium Refeter, Ltd. 5701 W. Cermak Road, Cicero, Illinois 60550

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

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IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED FOR RECORD AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Chicago Title and Trust Company, Inc. 726554 Identification No. By Assistant Secretary/Assistant Vice President

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire...
2. Mortgagee shall pay before any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note...
3. Mortgagee shall keep all buildings and improvements and improvements now or hereafter situated on said premises insured against loss or damage by fire...
4. In case of default hereunder, Trustee or holder of the note may, but need not, make any payment or perform any act hereunder...
5. The Trustee or the holder of the note hereby secured making any payment or performing any act hereunder shall be deemed to have accepted the note...
6. Mortgagee shall pay each item of indebtedness hereunder, both principal and interest, when due according to the terms hereof...
7. When the indebtedness hereunder secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof...
8. The proceeds of any foreclosures shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosing process...
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...
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 imposing same in an action at law upon the note hereby secured...
11. Trustee or the holder of the note shall have the right to inspect the premises, or to inquire into the validity of the same, at any time and from time to time...
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the same, or to exercise any power herein unless expressly obligated by the terms hereof...
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...
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which this instrument shall have been recorded or filed...
15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee...
16. 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...