



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made December 17, 1987, between ADRIAN H. WINICK, married to LINDA WINICK, 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 TWENTY FIVE

THOUSAND AND NO/100 (\$25,000.00)----- 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 December 17, 1987, on the balance of principal remaining from time to time unpaid at the rate of 10% per cent per annum in instalments (including principal and interest) as follows: FOUR HUNDRED

SIXTY-THREE AND 15/100 (\$463.15)----- Dollars or more on the 17th day of January 1988, and FOUR HUNDRED SIXTY-THREE AND 15/100----- Dollars or more 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 17th day of December, 1993 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 10% per annum, and all 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 SIDNEY D. & JEAN ANN in said City, BECKER, 3300 N. Southport, Chicago, Illinois 60657.

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 into 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 Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The North 20 Feet of Lot 29 and all of Lot 30 in Block 2 in George Cleveland's Subdivision of Lot 3 in the Assessor's Division of the North West 1/4 of the South East 1/4 of Section 20, Township 40 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois. TAX NOS. 14-20-412-005 & 006

I hereby waive my Homestead Rights to this property.

LINDA WINICK

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

This Instrument was prepared by: P. JEROME JAKUBCO, 2224 W. Irving

which, with the property hereinafter described, is referred to herein as the "premises," Park, Chicago, IL, 60618

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.

ADRIAN H. WINICK [SEAL]

STATE OF ILLINOIS, County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ADRIAN H. WINICK, married to LINDA WINICK, his wife,

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.

Given under my hand and Notarial Seal this 17 day of December 1987.

Notarial Seal

Notary Public

1300

88100708

UNOFFICIAL COPY

MAIL TO: P. JEROME JAKUBCO 2224 WEST IRVING PARK ROAD CHICAGO, ILLINOIS 60618

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3415 NORTH SEMINARY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT BE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD. IMPORTANT! Identification No. 722998 CHICAGO TITLE AND TRUST COMPANY, Trustee. Assistant Secretary/Assistant Vice President

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated against loss or damage by fire, lightning or windstorm... 2. Mortgages shall pay before any penalty attached against general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts herefor... 3. Mortgages shall keep all buildings and improvements now or hereafter situated against loss or damage by fire, lightning or windstorm... 4. In case of default by the holder of the note, 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 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... 6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 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... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 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 to 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 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 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, or to inquire into the validity of the signature or of the identity, capacity, or authority of the signatories on the note or trust deed... 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 Titles 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 Mortgagees and all persons claiming under or through hereinafter given Trustees... 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... 17. The provisions of the 'Trust and Trustees Act' of the State of Illinois shall be applicable to this trust deed.

802,001,558

# UNOFFICIAL COPY

## RIDER

The Mortgagor hereunder reserves the right to prepay this obligation either in whole or in part at any time without payment of any premium or penalty whatsoever. The Mortgagor further covenants not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment, (including assignment of beneficial interest), transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust; and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of its right to demand immediate payment. If payment is not made within 10 days of the monthly due date, a 5% Late Charge will be added to the payment amount.

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Property of Cook County Clerk's Office  
8/19/08

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