

UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS 13019 9 11 4026 9 490539941

705116

90539941

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

14⁰⁰

2.92
(F-1) 2.92
64 72-74-953

THIS INDENTURE, made November 1, 19 90, between Steven Greenberg, Single 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

FIFTY THOUSAND & 00/100 (\$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 November 1, 1990 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:

Five Hundred Thirty-Seven & 30/100 (\$537.30) -- Dollars or more on the 1st day of January 1991, and Five Hundred Thirty-Seven & 30/100 ----- 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 December, 2005. 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 18 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 Donald Weil 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 successor 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:

UNIT 1001 IN LASALLE TERRACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE PART OF LOT 111 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 04, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24876660 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE RIGHT TO THE USE OF PARKING SPACE NUMBER 21 A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE AFORESAID DECLARATION RECORDED AS DOCUMENT 24876660.

PIN# 17-04-204-047-1062

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 in 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] Steven Greenberg [SEAL]

[SEAL] [SEAL]

STATE OF ILLINOIS, } I, _____
} SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of Cook } THAT Steven Greenberg, Single never married

who _____ 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 1st day of November 19 90.

Notarial Seal

Ernestine Z...
Notary Public

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RIDER TO INDENTURE BETWEEN STEVEN GREENBERG AND
CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE
DATED NOVEMBER 1, 1990

17. To the extent not prohibited by law, Mortgagors hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on their own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed. Mortgagor hereby waives any and all rights to change of venue; to a trial by jury and to notice in any action brought by the holder of the note in enforcing any of the covenants and provisions of this Agreement and in any action brought by the holder of the note on account of the provisions hereof.

18. Mortgagor shall deposit with Donald Weil (at his option) together with its monthly principal and interest payment, a sum equal to 1/12 of the last known tax bill, and Donald Weil shall have the right to make each subsequent tax payment when due. In the event Donald Weil receives notice of the non-payment of premiums for insurance required hereunder, Donald Weil shall have the right to pay the same when due and may thereafter require Mortgagor to deposit, on a monthly basis, a sum equal to 1/12 of the last known insurance bill.

19. If all or any part of the premises or an interest therein is sold or transferred by Mortgagors, without the holders of the note, prior written consent, at the option of the holder of the note, he may declare all the sums secured by this Trust Deed to be immediately due and payable.

20. Mortgagors shall not make any modifications or alterations of, or additions to the improvements on the real estate which would (i) diminish the square footage of the building or (ii) affect that structural integrity of the building without the written consent of Donald Weil, which consent shall not be unreasonably withheld.


STEVEN GREENBERG

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11/11/2011