

UNOFFICIAL COPY

9 0 3 7 3 9 9 6

TRUST DEED

90373996

70-1093

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 1 1990, between REBECCA L. WHITE

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

eight thousand four hundred fifty and no/100-----(\$8,450.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

DANIEL H. DELANEY and SUSAN K. DELANEY, his wife, as joint tenants with right of survivorship and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of 11 1/2 percent per annum in instalments (including ~~XXXXXXX~~ interest) as follows:

Seventy-seven and 46/100 ----- (\$77.46) ----- Dollars or more on the 1st day of September 1990 and seventy-seven and 46/100 ----- (\$77.46) ----- Dollars or more on the 1st day of each succeeding 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 August, 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 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 355 West Dundee Road, Buffalo Grove, Illinois.

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 Village of Wheeling, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LEGAL ATTACHED HERETO AND MADE A PART HEREOF

DEPT-01 RECORDING 115.25
T#9999 TRAN 2640 08/02/90 14:35:00
#1181 # G #-90-373996
COOK COUNTY RECORDER

90373996

90373996

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.

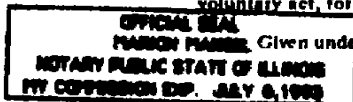
Rebecca L. White [SEAL] [SEAL]
REBECCA L. WHITE [SEAL] [SEAL]

This document prepared by: Michael D. Butler, 355 W. Dundee Road, Buffalo Grove, IL 60089

STATE OF ILLINOIS, I, the undersigned

County of Cook } ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rebecca L. White,

who is 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this 1st day of August 1990
Marion Mangel Notary Public

1525

FILE TO

BATLER AND SCHWARTZ
Attorneys at Law
335 West Division Road
Chicago, Illinois 60611
PHONE (312) 247-1100

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

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

CHICAGO TITLE AND TRUST COMPANY
Identification No. _____
BY _____
Trustee

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

1. **Mortgagee shall:** (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is bound by law to have its loan insured against such loss or damage or to pay in full the indebtedness secured hereby; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other defects or claims for loss or damage as hereinbefore stated; and upon request exhibit satisfactory evidence of such prior loans to Trustee or to holders of the note; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises and upon request exhibit satisfactory evidence of such prior loans to Trustee or to holders of the note; (d) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagee shall pay before any primary attaches all 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 therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the amount provided by statute, any tax material alterations in said premises except as required by law or municipal ordinance.

3. Mortgagee shall keep all buildings and improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is bound by law to have its loan insured against such loss or damage or to pay in full the indebtedness secured hereby; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other defects or claims for loss or damage as hereinbefore stated; and upon request exhibit satisfactory evidence of such prior loans to Trustee or to holders of the note; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises and upon request exhibit satisfactory evidence of such prior loans to Trustee or to holders of the note; (d) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

4. In case of default, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder requested or performed in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any lien or other claim in respect to the premises, and upon request exhibit satisfactory evidence of such prior loans to Trustee or to holders of the note; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises and upon request exhibit satisfactory evidence of such prior loans to Trustee or to holders of the note; (d) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

5. The Trustee or the holders of the note hereby secured making any payment hereby 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, statement or estimate. Mortgagee shall pay before any primary attaches all 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 therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the amount provided by statute, any tax material alterations in said premises except as required by law or municipal ordinance.

6. Mortgagee shall pay before any primary attaches all 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 therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the amount provided by statute, any tax material alterations in said premises except as required by law or municipal ordinance.

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

UNOFFICIAL COPY

9 0 3 7 3 9 9 6

RIDER ATTACHED HERETO AND MADE A PART OF THAT
CERTAIN TRUST DEED BY AND BETWEEN REBECCA L.
WHITE, AS BORROWER AND CHICAGO TITLE AND TRUST
COMPANY, AN ILLINOIS CORPORATION AS TRUSTEE DATED

August 1, 1996

17. If all or any part of the property or any interest in it is sold or transferred (or a beneficial interest in Borrower is sold or transferred and Borrower is not an actual person) without Trustee's prior written consent, Trustee may, at its option, acquire immediate payment in full of all sums secured by this trust deed. However, this option shall not be exercised by Trustee if exercise is prohibited by federal law as of the date of this trust deed. If Trustee exercises this option, Trustee shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this trust deed. If Borrower fails to pay these sums prior to the expiration of this period, Trustee may invoke any remedies permitted by this trust deed without further notice or demand on Borrower.

BORROWER

Rebecca L. White

CHICAGO TITLE AND TRUST COMPANY
AS TRUSTEE 764092

BY _____

90373996

UNOFFICIAL COPY

9 0 3 7 3 9 9 6

UNIT NO. 1-14-96-M-1325 IN THE ARLINGTON CLUB CONDOMINIUM AS DELINEATED ON THE SURVEY OF A PORTION OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE FINAL PLATS OF THE ARLINGTON CLUB UNIT 1, UNIT 2, UNIT 3 AND UNIT 4 SUBDIVISIONS OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLATS AND CERTIFICATES OF CORRECTIONS THERETO, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 11, 1985 AND KNOWN AS TRUST NO. 64050 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS ON JUNE 17, 1986 AS DOCUMENT NUMBER 86-245994 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM, AS AMENDED FROM TIME TO TIME, EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED THEREBY.

PERMANENT INDEX NUMBER: 03-04-302-032-1396

RLW

764093

90373996