



TRUST DEED 30388008

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THIS MORTGAGE IS A SECOND MORTGAGE

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 27, 19 90 between Eleanor Jean Missirlian, his wife

19 90 between

Harry Missirlian and

\$16.00

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 principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of FIFTY THOUSAND AND NO/100----- (\$50,000.00)----- DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on DEMAND with interest thereon from date of disbursement until maturity at the rate of \* percent per annum payable monthly on the \*\* day of each year all of said principal and interest bearing interest after maturity at the rate of 30.00 per cent 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 MID TOWN BANK AND TRUST COMPANY OF CHICAGO 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 to-wit: Northbrook COUNTY OF Cook AND STATE OF ILLINOIS.

to-wit: See Exhibit "A" attached hereto and made a part hereof.

\* One percentage point (1.0%) (the "margin") over the Prime Interest Rate as published in the Wall Street Journal from time to time - Said Prime Interest Rate is subject to change,

\*\* Monthly beginning thirty (30) days from date of disbursement and on the first day of each and every month thereafter until all of said principal and interest are repaid in full,

THE RATE MAY VARY DAILY WITH CHANGES IN THE PRIME RATE AND EACH DAY WITH CHANGES IN YOUR OUTSTANDING DAILY BALANCE PROVIDED, HOWEVER, THAT THE RATE WILL NEVER INCREASE ABOVE 19.50% DURING THE TERM OF THIS LOAN. THERE ARE NO LIMITATIONS ON THE AMOUNT WHICH THE RATE MAY DECREASE.

THE EFFECT OF AN INCREASE IN THE RATE WILL BE THAT YOUR SCHEDULED MONTHLY PAYMENT (IF APPLICABLE) WILL ALSO INCREASE.

WE MAY SUSPEND YOUR RIGHT TO FUTURE CREDIT PRIVILEGES IN THE EVENT THE PRIME RATE PLUS THE MARGIN NOTED ABOVE EXCEEDS THE RATE CAP. YOU ALSO UNDERSTAND THAT WE MAY SUSPEND YOUR RIGHT TO OBTAIN FUTURE ADVANCES EVEN IF YOU ARE NOT IN DEFAULT UNDER THE AGREEMENT.

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, e.g., 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.

Harry Missirlian (SEAL)

Eleanor Jean Missirlian (SEAL)

STATE OF ILLINOIS, County of Cook

I, the undersigned, a Notary Public in and for the reading in said County, in the State aforesaid. DO HEREBY CERTIFY THAT Harry Missirlian and Eleanor Jean Missirlian, his wife

who ARE personally known to me to be the same person as whose name they 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.

OFFICIAL SEAL NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JAN. 8, 1994

Given under my hand and Notarial Seal this 27th day of July, 19 90.

Jill E. Bishop Notary Public

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THE COVENANTS, CONDITIONS AND RESTRICTIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS TRUST DEED

1. Mortgagor shall (a) promptly repair... (b) keep and premises in good condition and repair... (c) pay when due any indebtedness which may be secured by a lien or charge on the premises... (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.

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See additional provisions attached hereto and made a part hereof.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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THIS INSTRUMENT WAS PREPARED BY Jill E. Bishop

201 Town Bank and Trust Company, Chicago, Illinois

CHICAGO TITLE AND TRUST COMPANY, Trustee

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

Identification No. CHICAGO TITLE AND TRUST COMPANY, Trustee Assistant Vice President

MAIL TO: Jill E. Bishop c/o Mid Town Bank and Trust Company of Chicago 2021 North Clark Street Chicago, Illinois 60614 PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY: 1932 Greenview Road Northbrook, IL 60062

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RIDER TO TRUST DEED

This Rider is made this 27th day of July, 1990, and is incorporated into and shall be deemed to amend and supplement the Trust Deed dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Borrower's Note to the holder of the Note and covering the property described in the Trust Deed and located at 1932 Greenview Road, Northbrook, Illinois ("Premises").

In addition to the covenants and agreements made in the Trust Deed, Mortgagor and the holder of the Note further covenant and agree as follows:

17. To further secure the payment of said principal sum of money and interest thereon, Mortgagors agree to deposit with the holder of the Note each and every month commencing on the first payment date, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of 110% of the annual real estate taxes, special assessment levies and property insurance premiums (hereinafter referred to as "Funds"). Said Funds shall be held by the holder of the Note in accordance with the terms and provisions of this paragraph without any allowance of interest, and may be applied by said holder toward payment of taxes, special assessment levies and insurance premiums when due, but the holder of the Note shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the payment thereof, except upon presentation of such bills. Mortgagors agree to deposit within ten (10) days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes, assessments (general and special) and/or insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. Mortgagors acknowledge that the sums so deposited shall create a debtor-creditor relationship only and shall be considered to be held by the holder of the Note in trust and that the holder of the Note shall not be considered to have consented to act as Mortgagors' agent for the payment of such taxes, levies and premiums. In the event of a default in any of the provisions contained in this Trust Deed or in the Note secured hereby, the holder of the Note may, at their option, without being required to do so, apply any monies at the time of deposit on any of the Mortgagors' obligations herein or in the Note contained in such order and manner as the holder of the Note may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagors or to the then owner or owners of the mortgaged premises.

18. At the option of the holder of the Note and without notice to Mortgagor, Mortgagor's successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three (3) days either in the payment of any installments of principal and interest or in the event of the failure of Mortgagor or Mortgagor's successors or assigns to do any of the things specifically set forth in this Trust Deed or in the event Mortgagor, Mortgagors' beneficiaries, or any other obligor, or guarantor default under any other document given by any of them to secure the obligations hereby secured or under the loan commitment of Mid Town Bank and Trust Company of Chicago to Harry Missirlian and Jean Missirlian, his wife, dated July 19, 1990, and any and all modifications, revisions, or extensions thereto, the provisions of which are incorporated herein by reference.

19. In the event the Mortgagor sells, transfers or otherwise disposes of the Premises or permits a lien (paramount or junior) to be placed on the Premises, to secure a loan or other obligations, except for that certain Prior Trust Deed referred to herein, or in the event the Mortgagor permits a lien to attach to the Premises, the holder of the Note shall have the right to declare immediately due and payable the principal sum secured hereby and all interest accrued thereon.

20. Notwithstanding anything in the Note or Trust Deed to the contrary, the death of all Mortgagors and/or all guarantors of the indebtedness herein mentioned shall be a default in the performance of any

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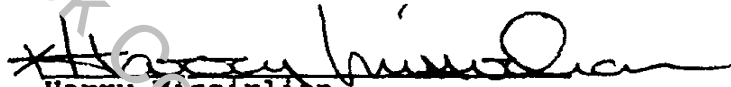
agreement of the Mortgagors hereunder and the holder of the Note shall be entitled to all rights and remedies given in the Trust Deed in the event of default in the performance of any agreement of the Mortgagors contained herein.

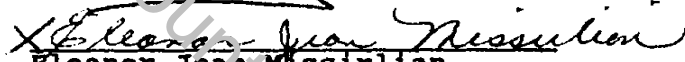
21. In the event that the holder of the Note shall, in good faith, deem itself insecure, the holder of the Note shall have the right to accelerate the instalments of principal and interest due hereunder.

22. At all times, regardless of whether any loan proceeds have been disbursed, this Trust Deed secures as part of the indebtedness hereby secured the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by the holder of the Note in accordance with the Note, this Trust Deed and the said Loan Commitment; provided, however, that in no event shall the total amount of the indebtedness hereby secured, including loan proceeds disbursed plus any additional charges, exceed 500% of the face amount of the Note.

23. This Trust Deed shall be construed under Illinois law. If any provisions hereof are invalid under Illinois law, such invalidity shall not affect the validity of the rest of the Trust Deed and Rider.

24. The premises subject hereto is subject to a lien of a Prior Trust Deed filed with the Recorder of Deeds of Cook County, Illinois on 02/08/88 as document number 88057353 made by Harry Missirlian and Jean Missirlian, Husband and wife, to secure a note in the amount of \$190,000.00. Any default under the Prior Trust Deed shall be considered a default hereunder which default shall, notwithstanding anything to the contrary contained herein or contained in the note which this trust deed secures, shall have the same grace period, if any, for curing default as set forth in Prior Trust Deed. This Trust Deed is subordinate and junior to the Prior Trust Deed.

  
Harry Missirlian

  
Eleanor Jean Missirlian

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Clerk's Office

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## EXHIBIT "A"

LOT 11 IN COLEMAN'S RESUBDIVISION OF LOTS 16 THROUGH 25 INCLUSIVE IN SUNSET FIELDS UNIT NO. 1, ALSO LOT 6 OF SUNSET FIELDS UNIT NO. 2, ALL IN THE NORTH WEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, UNIT NO. 1 RECORDED MAY 16, 1955 AS DOCUMENT NO. 16237344, UNIT NO. 2 RECORDED MARCH 12, 1957 AS DOCUMENT NO. 16846649 IN COLEMAN'S RESUBDIVISION RECORDED NOVEMBER 1, 1973 AS DOCUMENT NO. 22531463, IN COOK COUNTY, ILLINOIS.

### PERMANENT INDEX NUMBER

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### PROPERTY COMMONLY KNOWN AS

1932 GREENVIEW ROAD, NORTHBROOK, ILLINOIS 60062 764163

Property of Cook County Clerk's Office

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