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The printed portions of this form approved by
the Colorado Real Estate Commission (TD 71-2-81)

PERMANENT INDEX NUMBERS: 10-27-420-022
10-27-420-023

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

91478928

THIS DEED OF TRUST is made this 15th day of July 1991, between
Joshua W. Orlan and Reni L. Garman (Borrower),
whose address is **7336 N. Kedvale Ave., Lincolnwood, Ill.**
and the Public Trustee of the County in which the Property (see paragraph 1) is situated (Trustee); for the benefit of
Alfred and Elaine Steinberg (Lender), whose address is
145 Wild Horse Circle
Boulder, CO 80302

Borrower and Lender covenant and agree as follows:

1. Property in Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property located in **Lincolnwood, County of Cook, State of Illinois**:

Lots 10 & 11 in Krenn & Dato's Kedvale Ave. subdivision in the S. E. quarter of Sec. 27, Township 41 N., Range 13, E. of the 3rd principal meridian in Cook County, Illinois.

Exempted under Real Estate Transfer Tax Act Sec. 4, Par. E and Cook County Ord. 95104, Par. E

Date: September 3, 1991 **Mary N. Street, Atty for Steinberg**
145 Wild Horse Circle

which has the address of **7336 N. Kedvale Ave., Lincolnwood, Illinois**

(Property Address), together with all its appurtenances (Property). Zip Code:

2. Note, Other Obligations Secured. This Deed of Trust is given to secure to Lender:

A. the repayment of the indebtedness evidenced by Borrower's note (Note) dated June 30, 1990, in the principal sum of \$170,000. (ONE HUNDRED SEVENTY THOUSAND AND NO CENTS) U.S. Dollars, with interest on the unpaid principal balance from June 30, 1990, until paid, at the rate of 10.5 percent per annum, with principal and interest payable at **145 Wild Horse Circle, Boulder, CO 80302** or such other place as the Lender may designate, in 360 monthly payments of

Dollars (U.S. \$) **1555.08** due on the 3d day of each month beginning June 30, 1990; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on June 30, 2020.

DEPT-01 RECORDINGS \$15.00
T#8888 FROM 5956 09/16/91 13:55:00
#3206 # 91-71-478928
COOK COUNTY RECORDER

and Borrower is to pay to Lender a late charge of NA % of any payment not received by the Lender within NA days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except

NA

B. the payment of all other sums, with interest thereon at 10.5 percent per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

C. the performance of the covenants and agreements of Borrower herein contained.

3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date and except

NA

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to paragraph 34 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to paragraph 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.



DEED OF TRUST

No. _____

W.M.

Joshua M. Orlan & Reni L. Garman
7336 N. Kedvale Ave.
Lincolnwood, Ill.

Sam Smith & Preferred Partner in and for Smith & Smith, a general partnership;

FOR THE USE OF
THE PUBLIC TRUSTEE

Louise & Alfred A. Steinberg
145 Wild Horse Circle
Boulder, Colorado 80302
STATE OF COLORADO

John W. Olson
Olneywood County of Illinois
Cook

I hereby certify that this instrument was filed

in record in my office at _____ o'clock, M.

on _____, 19_____, and is duly

lodged in book _____, page _____.

Reception No. _____

(See Land Recorder)

By _____

Fees, \$ _____

By _____

Please return to:

Mary N. Street
Attny. at Law

1919 14th, #330
Boulder, CO 80302

CAP 939-9018

"If a natural person or persons, insert his/her name(s); if a corporation, insert its name; for example, "John Doe et al." President and Jane Doe, as Secretary of Blue & Co., a Colorado corporation, If a partnership, insert, for example, "Sam Smith & Preferred Partner in and for Smith & Smith, a general partnership."

Witness my hand and official seal.

11-1-94

LIBRARY OF COOK COUNTY
STATE OF ILLINOIS
COUNTY OF COOK

IF BORROWER IS PARTNER/SHRINKER

(SEAL)

ATTEST:

IF BORROWER IS NOT CRIMINAL PERSON

IF BORROWER IS NOT CRIMINAL PERSON

EXCUSED BY BORROWER

doing business as

by _____

Signature, X or Signature

Signature

Signature

Property Assumption
as Trustee of the

Escrow Funds for Taxes and
Insurance

Power of attorney

Limitations

Lease

83 5/2 PLC

Borrower

UNDERSIGNED BORROWER SHALL NOT BE A PARTY TO THIS DEED OF TRUST
66. DELINCTIONS, THE PARAGRAPHS DESIGNATED BELOW, WHEN INITIALED BY LENDER AND THE

UNOFFICIAL COPY

6. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in paragraph 24 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this paragraph if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof.

7. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of: (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

The insurance carrier providing the insurance shall be qualified to write Property Insurance in ~~Illinois~~ and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make a claim for loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with paragraph 16 (Notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits), Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 24 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 19 (Acceleration, Foreclosure, Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease of this Deed of Trust or on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior deed of trust or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note, Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expenses in taking any action hereunder.

10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor relating to Lender's interest in the Property.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be divided between payment upon the sums secured by this Deed of Trust and payment to the Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity means the fair market value less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes).

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such offer is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 24 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any default made by the original Borrower nor Borrower's successors in interest.

No forbearance by Lender in exercising any right or remedy hereunder or otherwise waives any of Lender's rights or remedies.

13. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. Successors and Assigns Round, Joint and Several Liability, Covenants. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 25 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The covenants and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

15. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by certified mail, return receipt requested, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

16. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of ~~Illinois~~. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

17. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and of this Deed of Trust.

