

UNOFFICIAL COPY

RECORDINGS \$14.00
TRAH 1507 11/05/91 10:13:00
*91-579228
COOK COUNTY RECORDER

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

91579228

The Above Space For Recorder's Use Only

THIS INDENTURE, made October 22, 19 91 between Ben Lieberman and Marilyn Lieberman,
his wife herein referred to as "Mortgagors," and
Lee P. Cubbins

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to ~~them~~ the Bank of Lincolnwood

and delivered, in and by which note Mortgagors promise to pay the principal sum of Fifty Thousand and no/100 Dollars, and interest from October 22, 1991

on the balance of principal remaining from time to time unpaid at the rate of * per cent per annum, such principal sum and interest to be payable in installments as follows: Principal + Interest due at maturity Dollars on the 19 day of April 1992 and 22nd Dollars on the 22nd day of April 1992

all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of * per cent per annum; and all such payments being made payable at the Bank of Lincolnwood; 4433 W. Touhy Ave. Lincolnwood, IL or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his 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 Lincolnwood, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Unit No. 311 as delineated on the survey of the following parcel of real estate (hereinafter referred to as the "Development Parcel"):

That part of the North half (except the South 420 feet and except the West 33 feet taken for Kilpatrick Avenue and the North 40 feet taken for Touhy Avenue) of the East half of the Northwest quarter of the Northwest quarter of Section 34, Township 41 North, Range 13, East of the Third Principal Meridian lying West of the Railroad Right of Way in Cook County, Illinois;

ALSO:

That part of the Westerly 15.0 feet of the right of way of the Chicago and Northwestern Transportation Company in the East half of the Northwest quarter of the Northwest quarter of Section 34, Township 41 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at a point on the Westerly right of way line of the Chicago and Northwestern Transportation Company, said point being 40.0 feet South of the center line of Touhy Avenue thence Southerly along said Westerly right of way, 200.0 feet; thence Easterly at right angles to said right of way line, 15.0 feet; thence Northerly parallel with said Westerly right of way line, 196.39 feet to a point 40.0 feet South of the center line of Touhy Avenue; thence West along South line of Touhy Avenue, 15.43 feet to the place of beginning in Cook County, Illinois.

DOCUMENT WAS PREPARED BY
DOROTHY A. ENGLE
333 W. WASHINGTON AVE.
LINCOLNWOOD, IL 60466

* Bank of I
** Bank of

which, with the property TOGETHER with so long and during all said real estate and not gas, water, light, power, heating, cooling, and other utilities, and all buildings and additions thereto, shall TO HAVE AND ENJOY the same with all the rights and benefits hereunto in anywise appertaining. This Trust Deed covenants and assigns herein Mortgagors, their heirs, assigns and assigns shall TO HAVE AND ENJOY the same with all the rights and benefits hereunto in anywise appertaining. This Trust Deed covenants and assigns herein Mortgagors, their heirs, assigns and assigns shall TO HAVE AND ENJOY the same with all the rights and benefits hereunto in anywise appertaining.

which survey is attached as Exhibit "A" to Condominium Declaration made by the Exchange National Bank of Chicago, as Trustee under its Trust No. 29514 dated October 15, 1974, recorded in the Office of the Recorder of Cook County, Illinois, Document No. 23545366 together with an undivided 1.172 percent interest in said Development Parcel (exception from said Development Parcel all of the Property and space comprising all of the units thereof as defined and set forth in said Declaration and Survey); and also together with a perpetual easement consisting of the right to use for parking purposes Parking Space (a) No. 99 & 100 as delineated on the Survey attached as Exhibit "A" to the said Declaration. Mortgagor also hereby grants to mortgagee, its successors and assigns as rights and easements appurtenant to the above described real estate the rights and easements for the benefit of said property set forth in the aforesaid Declaration.

and all rents, issues and profits thereof for so long and during all the term hereof shall be pledged primarily and on a parity with the other liens and encumbrances thereon to supply heat, light, and ventilation, including (without limitation) for hot water heaters, stoves and water heaters. All other covenants, conditions and restrictions hereunto or not, and it is agreed that the premises by Mortgagors or their successors shall be held for the purposes and upon the uses and purposes herein set forth, including the release and waiver of the right of homestead.

and upon the uses and purposes herein set forth, including the release and waiver of the right of homestead.

(The reverse side of this Trust Deed) shall be set out in full and shall be binding on all parties hereto.

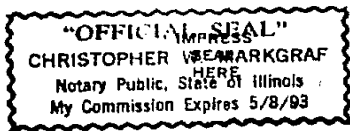
PLEA
PRINT
TYPE N/
BELC
SIGNATL

(Seal)
M. Lieberman

(Seal)

Commonly known as: 4601 W. Touhy Avenue, Lincolnwood, IL
Tax I.D.#: 10-34-102-022-1025

State of Illinois, County of COOK, I, Christopher Markgraf, a Notary Public in and for said County,



in the State aforesaid, DO HEREBY CERTIFY that Ben Lieberman and Marilyn Lieberman, his wife personally known to me to be the same person, whose name's are Ben Lieberman and Marilyn Lieberman 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 22nd day of October, 19 91
Commission expires 5/8/93

Christopher Markgraf
Notary Public

ADDRESS OF PROPERTY:
4601 W. Touhy Ave. #311
Lincolnwood, Il. 60646

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

MAIL TO: NAME Bank of Lincolnwood
ADDRESS 4433 W. Touhy Ave.
CITY AND STATE Lincolnwood, Il. ZIP CODE 60646

OR RECORDER'S OFFICE BOX NO. _____ (Name)
_____ (Address)

DOCUMENT NUMBER
91579228
14.00

UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens, or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall pay before any penalty 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; all in companies satisfactory to the holders of the note, and insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default, herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holder 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 or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data, and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum; when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of this Trust Deed 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 holders 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, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

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. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

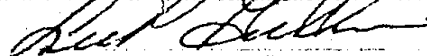
IMPORTANT

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

Form 102 Bank of Lincolnwood 1m r

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No.



Trustee

91579228

UNOFFICIAL COPY

TRUST DEED (Illinois)
Form with Note Form 1448
(Monthly payments including interest)

DEPT-01 RECORDINGS
TRAN 1507 11/05/91 10:13:00
#14.00

COOK COUNTY RECORDER

91579228

THIS INSTRUMENT, and Marilyn Lieberman, herein referred to as "Mortgagors," and holder of a principal promissory note, the Bank of Lincolnwood

and delivered, in and by FIFTY THOU and the balance of principal to be payable in install on the day of

on the day of sooner paid, shall be due by said note to be applied of said installments con

per cent per annum, such principal sum and interest est from October 22, 1991

on the balance of principal and interest, if not payment of principal and interest, at the rate of

maintain to principal; the portion of each date for payment thereof, at the rate of

appoint, which note further provides that together with accrued interest thereon, shall when due, of any installment of principal

the performance of any other agreement (three days, without notice), and that all

and agreements herein contained, by the receipt whereof is hereby acknowledged, and the following described Real Estate,

AND STATE OF ILLINOIS, to wit:

THIS INSTRUMENT WAS PREPARED BY EDWARD A. ENGLE 4433 W. TOUCHY AVE. LINCOLNWOOD, ILL 60466

14.00

82261516 DOCUMENT NUMBER

Address of Property: 4601 W. Touhy Ave., #311 Lincolnwood, IL 60646

Address of Mortgagors: 4433 W. Touhy Ave. Lincolnwood, IL 60646

Address of Lender: Bank of Lincolnwood, 4433 W. Touhy Ave. Lincolnwood, IL 60646

Address of Recorder: Cook County, Illinois

Address of Notary: Notary Public

Address of Witnesses: Ben Lieberman and Marilyn Lieberman

Address of Trust Deed: Trust Deed

Address of Mortgage: Mortgage

Address of Lender's Note: Lender's Note

Address of Trust Deed: Trust Deed

Address of Mortgage: Mortgage

Address of Lender's Note: Lender's Note

Address of Trust Deed: Trust Deed

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Address of Lender's Note: Lender's Note

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Address of Lender's Note: Lender's Note

Address of Trust Deed: Trust Deed

Address of Mortgage: Mortgage

Address of Lender's Note: Lender's Note

OFFICIAL SEAL
CHRISTOPHER WEHARAGRAF
Notary Public, State of Illinois
My Commission Expires 5/8/93

Given under my hand and official seal, this 22nd day of October, 1991

Witness the hands and seals of Mortgagors the day and year first above written.

Ben Lieberman and Marilyn Lieberman

Bank of Lincolnwood

Notary Public

Trust Deed

Mortgage

Lender's Note

Trust Deed

Mortgage

Lender's Note

Trust Deed

Mortgage

Lender's Note

Trust Deed

Mortgage

Lender's Note

Trust Deed

Mortgage

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Trust Deed

Mortgage

Lender's Note

Trust Deed

