

UNOFFICIAL COPY

TRUST DEED

92207445



759701 CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 1, and CAROLINE DRUKER,

19 92, between RICHARD DRUKER

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

THIRTY THOUSAND AND NO/100 (\$30,000.00) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~MARGUERITE~~ MARGUERITE DRUKER, 1908 North Evergreen Avenue, Arlington Heights, Illinois 60004, and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 1, 1992, on the balance of principal remaining from time to time unpaid at the rate of percent per annum in installments (including principal and interest) as follows: in installments as follows:

ONE HUNDRED FIFTY AND NO/100 (\$150.00) - - - - - Dollars or more on the 1st day of March 1992 and ONE HUNDRED FIFTY AND NO/100 (\$150.00) 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 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 installment unless paid when due shall bear interest at the rate of per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 MARGUERITE DRUKER, 1908 ~~North~~ North Evergreen Avenue, Arlington Heights, Illinois 60004.

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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE ATTACHED EXHIBIT

DEPT-01 RECORDING \$25.50
T#3333 TRAN 2504 03/30/92 10:24:00
#4275 : C * -92-207445
COOK COUNTY RECORDER

92207445

THIS MORTGAGE IS A SECOND MORTGAGE

which, with the property hereinafter described, is referred to herein as the premises. TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto, including, 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, major 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 in on 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 S and seal S of Mortgagors the day and year first above written
[SEAL] X Richard Druker [SEAL]
[SEAL] X Caroline Druker [SEAL]

STATE OF ILLINOIS, I, DARLENE COLLAMORE
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of COOK THAT RICHARD DRUKER AND CAROLINE DRUKER

who are personally known to me to be the same persons whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as these free and voluntarily act for the uses and purposes therein set forth

"OFFICIAL SEAL" Given under my hand and Notarial Seal this 1st day of March 1992
Darlene Collamore Notary Public, State of Illinois
Darlene Collamore Notary Public
Notary Commission Expires Nov 22, 1993

92-207445

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PLACE IN RECORDERS OFFICE BOX NUMBER

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

MAIL TO: **ANTHONY BRIGIOTE**
IN LADY + BRIGIOTE
SOUTH 2235

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

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured; (b) keep said buildings and improvements in good condition and repair, without waiver, and free from mechanic's or other liens for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of such prior lien to Trustee or Trustee's agent; (d) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances 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. Mortgages shall pay before any 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 hereof. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured; (b) keep said buildings and improvements in good condition and repair, without waiver, and free from mechanic's or other liens for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of such prior lien to Trustee or Trustee's agent; (d) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances 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 herein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on *pro rata* basis, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim hereof, or redeem from any tax sale or foreclosure 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 attorney's fees, and any other moneys advanced by Trustee or 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 a rate equivalent to the post mortuary rate set forth in the note securing this trust deed. If any, otherwise the premium rate set forth in the note, shall be so much additional indebtedness secured hereby and shall become a part of the note. In any event, the premium rate set forth in the note, shall be so much additional indebtedness secured hereby and shall become a part of the note.

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, or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim hereof.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note or in this Trust Deed to the contrary, because due and payable (a) immediately in the case of default in notwithstanding any payment or arrangement of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any one agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fee, appraiser's fee, notary for documents, and expert evidence, photographs, charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) for abstract of title, title searches and examinations, title insurance policies, foreman's 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 procure such suit or to evidence to bidders at any sale which may be had pursuant to such decree of the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, with interest thereon at a rate equivalent to the post mortuary rate set forth in the note or as otherwise provided in the note, and shall be so much additional indebtedness secured hereby and shall become a part of the note. In any event, the premium rate set forth in the note, shall be so much additional indebtedness secured hereby and shall become a part of the note.

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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus or overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time, after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of a bill to foreclose the lien hereof, and the receiver of said premises shall have the right to apply to the court for an order to sell the premises, and to execute any power herein expressly obligated by the terms hereof, not to be limited for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

10. 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 paid, and Trustee may execute and deliver a release hereof, and at the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note, representing, and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof; and where the release is requested of the original trustee, a note which may be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, not to be limited for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it 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 paid, and Trustee may execute and deliver a release hereof, and at the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note, representing, and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof; and where the release is requested of the original trustee, a note which may be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

14. Trustee may remain in possession of the premises in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note or interest thereon.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

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

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CB\CL (03/23/92)
MDruker.Leg

EXHIBIT TO TRUST DEED

PARCEL I:

THE WESTERLY 30.58 FEET (MEASURED AT RIGHT ANGLES) OF LOT 4 IN BLOCK 11 IN VILLAS WEST SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 2, 1976 AS DOCUMENT 23,622,587 IN COOK COUNTY, ILLINOIS.

PARCEL II:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED OCTOBER 8, 1976 AS DOCUMENT 23,647,570 AND AS CREATED BY DEED RECORDED OCTOBER 26, 1977 AS DOCUMENT NUMBER 24,165,367 FOR INGRESS AND EGRESS OVER LOT A IN BLOCK 11 IN VILLAS WEST SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 2530 ESSEX DRIVE, NORTHBROOK, ILLINOIS
60062

P.I.N. 04-21-105 040 0000

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