

TRUST DEED

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 1, 19 92, between ADRIAN WINICK, married to LINDA WINICK, business address, 2315 N. Southport, Chicago, IL 60614 home address, 2001 Burr Oak Lane, Highland Park, IL 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 ONE HUNDRED SEVENTY THOUSAND and no/100 (\$170,000.00)

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

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 1, 1992 on the balance of principal remaining from time to time unpaid at the rate of 10.5% per cent per annum in instalments (including principal and interest) as follows:

TWO THOUSAND EIGHTY-ONE and 04/100 (\$2,081.04) Dollars or more on the 1st day of May 19 92 and TWO THOUSAND EIGHTY-ONE and 04/100 (\$2,081.04) 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 April 1996. 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 15% 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 David Stein, 10128 Masters Dr. N.E. Albuquerque, N.M. 87111

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 in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOTS 22 and 23 IN BLOCK 6 IN THE SUBDIVISION OF BLOCKS 5, 6 AND THE WEST 1/2 OF BLOCK 7 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELDS ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 2719 N. WAYNE, CHICAGO, ILLINOIS P.I.N. 14-29-304-012-0000

THIS PROPERTY IS NOT HOMESTEAD PROPERTY

DEPT-01 RECORDING 923.50
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COOK COUNTY RECORDER

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 unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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.

Adrian Winick (SEAL) Linda Winick (SEAL)
ADRIAN WINICK LINDA WINICK

STATE OF ILLINOIS, I, Donald Martin, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of COOK THAT ADRIAN WINICK and LINDA WINICK, his wife of

2001 Burr Oak, Highland Park, Illinois who personally known to me to be the same person whose name are 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

OFFICIAL SEAL DONALD MARTIN voluntary Notary Public STATE OF ILLINOIS MY COMMISSION EXP. SEPT 6, 1994

Given under my hand and Notarial Seal this 1st day of April 1992.

Donald Martin Notary Public

Notarial Seal

N/A
1008962715
512968007
800 SP
14-29-304-012
2ND TAX # 14-29-304-012
XNT
DND

92246968

N.E. 87111

923.50

Handwritten signature and initials at the bottom right of the page.

UNOFFICIAL COPY

MAIL TO:

Don't Mail to
Mortgage Trustees Ltd
156 N Wacker Dr #2950
Chicago, IL 60606

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

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.

Identification No. 269748
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.
Assistant Secretary, Assistant Vice President

1. The mortgagor shall be bound by the provisions hereof, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

2. The provisions of the "Trust Act" of the State of Illinois shall be applicable to this trust deed.

3. Mortgages shall be deemed to be made for the purpose of securing the payment of the note, and the mortgagor shall be bound by the provisions hereof, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

4. In case of default of the mortgagor, the mortgagor shall be liable for the payment of the note, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

5. The mortgagor shall be bound by the provisions hereof, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

6. The mortgagor shall be bound by the provisions hereof, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

7. When the mortgage has been fully secured, the mortgagor shall be entitled to the full amount of the note, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

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 sale, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute the debt secured by the note, with interest thereon, and the cost of carrying the same; third, all principal and interest, including any unpaid interest, on the note; fourth, any overplus to Mortgagees, their heirs, assigns, representatives or assigns, as their rights may appear.

9. Upon, or at any time, or from time to time, the mortgagor shall be bound by the provisions hereof, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party enforcing same in an action at law upon the note hereof.

11. The mortgagor shall be bound by the provisions hereof, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

12. The mortgagor shall be bound by the provisions hereof, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

13. The mortgagor shall be bound by the provisions hereof, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

14. The mortgagor shall be bound by the provisions hereof, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

15. The mortgagor shall be bound by the provisions hereof, and the mortgagor and all persons claiming under or through the mortgagor, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

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