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PLEASE

641 Hapsfield Lane, Buffalo Grove,

(STATE OF THE PROPERTY OF THE

Delores Melater, Jointly

695 Sycamore Lane, Wheeling, Illinois (STATE)

DEPT-DI RECORDING

\$25.50

T#4444 TRAN 4882 02/25/93 09:32:00 #7672 # #一夕3-146706 COOK COUNTY RECORDER

93146706

(CITY) (SIAIE)

(Bottland the strength of the Trustee, "witnesselb: That Whereas Morrgagors are justly indebted.

(b) the legal holder of a principal promissory note, termed "Installment Note," of even date.

(city) (SIAIE)

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(the Above Space For Recorder's Use Only

(display the principal promissory note, termed "Installment Note," of even date.

(display the principal promissory note, termed "Installment Note," of even date.

(display the principal promissory note, termed "Installment Note," of even date.

(display the Above Space For Recorder's Use Only

(display the Above per tingum, such principal sum and interest to be payable in Installments as follows: Five Hundred Sixty Nine and 64/100 pollars on the 1st day of March 1993 and FIVE HUNDRED SIXTY NINE and 64/100--- Dollars on the 1St, day of each and every most thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, that be due on the 1St, day of February 2023, att such payments on account of the indebtedness evidenced by said note to be applied first the described and impaid interest on the unpaid or neipal balance and the remainder to principal; the portion of each of said installments constituting principal, to the eastern may past, when due, to be an interest of a refer the date for payment thereof, at the rate of 10 per cent per annum, and all such payments being under payinhe at 625 Sycamore Lene. Wheeling, Illinois or at such other place as the legal influence fisher pole may, from time to time, in writing account, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining angulat thereon, together, it is accordent thereon, shall become at once due and payable, at the place of payment aforesaid, in was deroult shall occur in the payment, when due, of any insulment 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 of ter present 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 provies thereto severally waive presentment for payment, notice of dishonor, protest and notice of interest.

NOW THEREFORE, to secure the payment of the said principa sum of money and interest in accordance with the terms, provisions and limitations of the always mentioned note and of this Trust Deed, and the performa, or of the covenants and agreements herein contained, by the Mortgagors to be performed, and taking inconsideration of the sum of One Dollar in hand paid, the recent whereof is hereby acknowledged. Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real listate and all of their estate, right, title and interest therein, situate, wing and being in the VILLAGE OF BUITALO CCCY?COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

"SEE ATTACHED"

which, with the property bereingler described, is referred to herein as the "premises,

Peringness Real State Index Number(s)03-05-400-012

Addresses of Real Busic: Unit 3, 641 Hapsfield Lane. Buffalo Gove 60089

HOGH TIFIC with all improvements, tenements, easements, and appurtenances thereto belonging, and all ents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secundarily), that all listures, apparatus, equipment or articles now or hereafter therein or thereon used to supply beat, and, and, power, refrigeration and air is indicationing (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, aware as a serial desormand windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are dollared and agreed to be a part of the managed permisus whether physically attached thereto or not, and it is agreed that all buildings and additions and alls in that or other apparatus, equipment or articles, hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

[OHAV] Artic TO HOLD the premises and the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the uses and trusts herein surfacing, the from all rights and benefits under and by virtue of the Homestend Exemption Laws of the State of Illinois, which said rights and benefits.

[In 14] A. Med ever

The name of icrecord owner is: Julie A. Meister

This Trust Doed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust De ed) are incorporated in by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mora wors, their heirs, herein by reference of the city best and addition.

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

(Seal) PRINT OR TYPE MAME(S) DELOW SIGNATURELS

..(Seal)

State of Illinois, County of 1, the undersigned, a Notary Public in and for said County . Meister, A Single Person in the State aforesaid, DO HEREBY CERTIFY that Julie

MI RESS HEFTE

THERECORDER'S OFFICE BOX NO.

me to be the same person whose name 18 common between the foregoing instrument, this day in person, and acknowledged that S he ligned, schilled this Ray we said estrument as free and voluntary act, for the uses and purposes therein set forth lighting the reliance and purposes therein set forth lighting the reliance and purposes therein set forth lighting the reliance of the My Columns on Resident 14 and 193 personally known to me to be the same person ? appeared before me this day in person, and acknowledged that S he her zight of homestead.

on hider his band and official scal, this

February _day of _

My Commission Basines 1/16/06

19.23

paint January 16, 196 NEL Notary Public where prepared by William L. Trunk 5151 N. Harlem, Chicago, 60656

Mother instrument to William L. Trunk 5151 N. Harlem, Suite 305, Chicago 60656

(ZIP CODE)

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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 buildings now in 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. MORTGAGOR shall deposit 1/12 of the annual taxes in the prevent of the provided by with the mortgagors shall be posited by the standard 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 topy in high ties indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance publicies 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 expiration.
- 4. In case of default therein, 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 protest 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 nine 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 hobers 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 variety of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each to most 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 occome 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 Illinous for the enforcement of a mortgage debt. In payout 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 to 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 ey derect to bidders at any sale which may be had pursuant to such decree the true continuous 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 use and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceedings, to which either of them shall be a party, either as planniff, e) and at or defendant, by reason of this Trust Deced or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the fo eclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding, to which either of them shall be a party, either as planniff, e) and to referdant, by reason o
- 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 dome as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness andicional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpride fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filled may appoint a receiver of said premises. Such appointment may be made either before or after sale, without not ce, without regard to the solvency 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 powers 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 sale 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 ind-btedness secured hereby, or by any decree fureclosing 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.
- 1). 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 by 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 betweener, 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 boars 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

heen 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.

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•	1.4		v	•	•		-

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.

identified herewith	under	Identification	No	 	-	

The Installment Note mentioned in the within Trust Deed has been

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THE LAND REFERRED TO herein IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: UNIT NO. 641-306 IN CHATHAM EAST CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 7 IN CHATHAM SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM NECORDED AS ON UMENT NUMBER 91547050, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED DESCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE ENGLISIVE RIGHT TO THE USE OF 641-14, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 91547056, AS AMENDED FROM TIME TO TIME.

PARCEL 3: EASEMENTS FOR THE BENEFIT OF PARCEL 1, OVER, UNDER AND UPON PART OF LOT 7 AS CREATED BY MASTER DECLARATION OF CHATHAM EAST CONDOMINIUM COMMON AREA ASSOCIATION RECORDED OCT 18, 1391 AS DOCUMENT 91547049 AND BY DEED RECORDED AUGUST 14, 1992 AS DOCUMENT NO. 72503807.

93346706

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