

3/7



TRUST DEED

781887

1994 OCT -3 PM 12:32

94853939

CHARGE TO CREDIT

CTTC7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 1, 1994, between Cheryl Stone, Joanne Fox, Danielle Fox Brinner, Fern Fox, Dana Stone, Cheryl Stone as Co-trustees for Lyella Stone, a minor, Erna Strauss Grandchildren Trust (under Erna Strauss Trust dated 9-3-86), Erna Strauss Marital Trust under Erna Strauss Trust dated 9-3-86, and Joseph Strauss 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

One Hundred Ten Thousand and no/100 (\$110,000.00)-----Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~CHASE~~ IDEAL MANAGEMENT CORPORATION, an Illinois corporation

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from \_\_\_\_\_ on the balance of principal remaining from time to time unpaid at the rate of five (5%) per cent per annum in installments (including principal and interest) as follows:

Seven hundred and no/100 (\$700.00)----- Dollars or more on the 1st day of November, 1994, and Seven hundred and no/100 (\$700.00)----- 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 October, 2014. 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 eight (8%) 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 IDEAL MANAGEMENT CORPORATION, located at 3335 West Diversey Avenue, Chicago II, 60647

NOW, THEREFORE, the Mortgagors in 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 City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 20 (except the North 16 feet thereof) and lots 21 to 35 both inclusive in block 4 in subdivision by Gavin of the North West quarter of the North West quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian (except park and boulevard and except the East 424.37 feet lying South of boulevard), and also  
Lots 1 to 13 inclusive (except the North 16 feet of said lot 13) in the resubdivision of lots 36 to 37 both inclusive in block 4 in subdivision by Gavin aforesaid; and also  
That part of the North and South 16 foot vacated alley lying East and adjoining the East line of lots 21 to 35 in block 4 in subdivision by Gavin of the North West quarter of the North West quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian (except park and boulevard and except the East 424.37 feet lying South of boulevard) and lying West of and adjoining the West line of lots 5 to 13 both inclusive and the West line of lot 5 extended North 16 feet in the resubdivision of lots 36 to 37 both inclusive in block 4 aforesaid lying North and adjoining the South line of said lot 5 produced West 16 feet and lying South of and adjoining a line drawn from the North East corner of said lot 21 in block 4 in subdivision by Gavin aforesaid to a point on the West line of said lot 21 aforesaid, 16 feet south of the North line thereof in the resubdivision of lots 36 to 37 both inclusive in block 4 aforesaid; and also  
The East and West vacated alley lying South and adjoining lot 6 and lying North and adjoining lots 1 to 5 in the resubdivision of lots 36 to 37 both inclusive in block 4 in subdivision by Gavin aforesaid, all in Cook County, Illinois PIN 20-18-107-054-0000 & 20-18-107-

Property commonly known as 5633-71 South Western Avenue, Chicago II, 60637-058-0000

TOGETHER with all improvements, tenements, basements, 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 in a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to apply 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, ladder bells, 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. SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

WITNESS the hand, seal, and seal of Mortgagors the day and year first above written. SEE ATTACHED SHEET FOR ADDITIONAL SIGNATURES AND NOTARIZATIONS INCORPORATED BY REFERENCE & MADE PART HEREOF

JOSEF STRAUSS (SEAL) CHERYL STONE (SEAL)  
JOANNE FOX (SEAL) DANIELLE FOX BRINNER (SEAL)

STATE OF ILLINOIS, I, the undersigned  
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEF STRAUSS, individually & as Co-Trustee of Erna Strauss Grandchildren Trust & as Co-Trustee of Erna Strauss Marital Trust under Erna Strauss Declaration of Trust, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of September 1994

Notarial Seal This instrument prepared by Alvin Edelman, 100 W. Monroe, Chicago IL 60603

04853939

BOX 382-67



# UNOFFICIAL COPY

ADDENDUM TO TRUST DEED INDENTURE MADE 9-1-94 BETWEEN CHERYL STONE, ET AL., MORTGAGORS, AND CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE, BEING CONTINUATION OF SIGNATURES AND NOTARIZATION OF SIGNATURES:

*Meera Fox*  
Meera Fox

*Dana Stone*  
Dana Stone

*[Signature]*  
Cheryl Stone, as Custodian for Lydia Stone, a minor

*Josef Strauss*  
Josef Strauss, as Co-Trustee of the Erna Strauss Grandchildren's Trust under Erna Strauss Trust dated 9-3-86

*[Signature]*  
Cheryl Stone, as Co-Trustee of the Erna Strauss Grandchildren's Trust under Erna Strauss Trust dated 9-3-86

*[Signature]*  
Joanne Fox, as Co-Trustee of the Erna Strauss Grandchildren's Trust under Erna Strauss Trust dated 9-3-86

*Josef Strauss*  
Josef Strauss, as Co-Trustee of the Erna Strauss Marital Trust under Erna Strauss Trust dated 9-3-86

*[Signature]*  
Cheryl Stone, as Co-Trustee of the Erna Strauss Marital Trust under Erna Strauss Trust dated 9-3-86

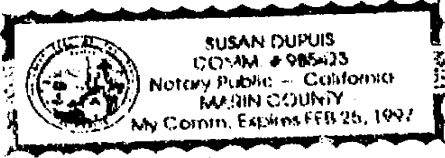
*[Signature]*  
Joanne Fox, as Co-Trustee of the Erna Strauss Marital Trust under Erna Strauss Trust dated 9-3-86

STATE OF CA )  
COUNTY OF MARIN ) ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that CHERYL STONE, individually and as Custodian for LYDIA STONE, a minor, and as Co-Trustee of the ERNA STRAUSS Grandchildren's Trust and as Co-Trustee of the ERNA STRAUSS Marital Trust under ERNA STRAUSS Declaration of Trust dated 9-3-86, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 16<sup>th</sup> day of SEPT, 1994.

*Susan Dupuis*  
Notary Public



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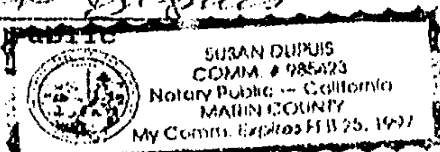
# UNOFFICIAL COPY

STATE OF CA,  
COUNTY OF MARIN ) ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JOANNE FOX, individually and as Co-Trustee of the ERNA STRAUSS Grandchildren's Trust and as Co-Trustee of the ERNA STRAUSS Marital Trust under ERNA STRAUSS Declaration of Trust dated 9-3-86, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 16<sup>th</sup> day of SEPT, 1994.

Susan Dupuis  
Notary Public



STATE OF )  
COUNTY OF ) ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that DANIELE FOX BRINNER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27<sup>th</sup> day of August, 1994.

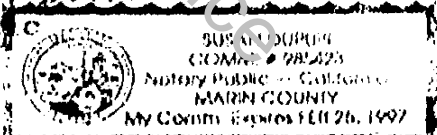
Al Edel  
Notary Public

STATE OF CA,  
COUNTY OF MARIN ) ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MEEHA FOX, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 16<sup>th</sup> day of SEPT, 1994.

Susan Dupuis  
Notary Public

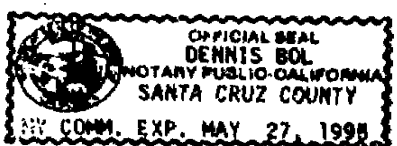


STATE OF CA  
COUNTY OF Santa Cruz ) ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that DANA STONE personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19<sup>th</sup> day of September, 1994.

Dennis Bol  
Notary Public



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# UNOFFICIAL COPY

RIDER TO TRUST DEED DATED SEPTEMBER 1, 1994  
BETWEEN CHERYL STONE, JOANNE FOX, DANIELLE FOX BRINNER, MEERA FOX, DANA STONE,  
CHERYL STONE AS CUSTODIAN FOR LYDIA STONE, A MINOR, ERNA STRAUSS  
GRANDCHILDREN'S TRUST UNDER ERNA STRAUSS TRUST DATED 9-3-86; ERNA STRAUSS  
MARITAL TRUST UNDER ERNA STRAUSS TRUST DATED 9-3-86; AND JOSEF STRAUSS  
MORTGAGORS, AND  
CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION DOING  
BUSINESS IN CHICAGO, ILLINOIS, HEREIN REFERRED TO AS TRUSTEE


17. Mortgagors agree to keep said premises insured under a fire and extended coverage vandalism and malicious mischief coverage, in a company acceptable to the holder of the note, it being understood that such acceptance will not be unreasonably withheld, for an amount not less than the unpaid balance of the purchase price, and also to keep insured under a public liability policy for not less than \$300,000 coverage for one person and \$1,000,000 for any one accident insuring the holder of the note as owner and Mortgagors as contract purchasers. The public liability policy shall be a general liability policy or a landlord's and tenant's public liability policy as may be applicable. All such policies are to be deposited with the holder of the note.

18. If all or any part of the property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the Mortgage, or (b) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rates Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement, accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted herein.

19. Except as provided in Paragraph 19 hereof, upon Mortgagor's breach or any covenant or agreement of Mortgagee in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee prior to acceleration shall mail notice to Mortgagor as provided in Paragraph 21 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title reports.

20. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by Certified Mail addressed to Mortgagor at the property address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by Certified Mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

  
Josef Strauss

  
Cheryl Stone

  
Joanne Fox

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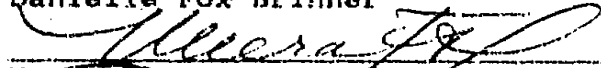
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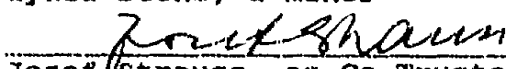
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Daniella Fox Brinner

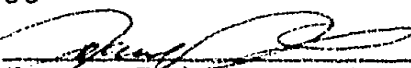
  
Dana Stone

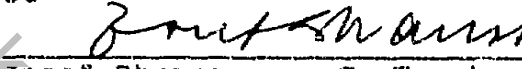
  
Cheryl Stone


  
Cheryl Stone, as Custodian for  
Lydia Stone, a minor


  
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94853939

Identification No. \_\_\_\_\_  
CHICAGO TITLE AND TRUST COMPANY, Trustee  
  
By: \_\_\_\_\_  
Asst. Secretary/Asst. Vice Pres.

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