## UNOFFICIAL

#### TRUST DEED

CTTC Trust Deed 9 Individual Mortgagor Secures One Instalment Note Interest in Addition to Payment **USE WITH CITC NOTE 9** Form 134 R.1/95

95152162

This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, Page February 27

19 95 , between ROBERT DOPPELT and ELLEN

DOPPELT, his wife

CP

REI ATTORNEY SERVICES # 63798

herein referred to as "Mc rg gors" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein retured to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgag' AT are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred in as Holders Of The Notes, in the Total Principal Sum of ONE HUNDRED THOUSAND AND NO/100(\$100,000.00) ----- DOLLARS,

evidence by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagora

promise to pay the said principal sum in installments as follows: \$6,000.00 Dollars or more on the 28 day of February thereafter, to and including the 28th 19:96 , and \$64,000 Dollars or more on the 29 day of each February X19(2001, with a final payment of the balance due on the 28 day of February day of February

XIQX2002 with interest from February 27, 1995 on the principal balance from time to time unpaid at the Annuarate of 7, 25 per cent per annum; provided that each installment unless paid when due shall result in liquidated damages of:

\$ 50 PER LATE PAYMENT, ar on interest payment, or 1.

Five PERCENT OF THE PRINCIPAL PAYMENT, or

and all of said principal and interest being made payable at such banking arous or trust company in . Illinois. as holders of the notes may, from time to time, in writing appoint, and in the forence of such appointment, then at the office of PAUL WYNN, 908 Shamblis, Buffalo Grove, Illinois in said c

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal s im cl money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the coverants and agreements herein contained, by the Mortgagors to be performed, and also in the consideration of the sum of One Dollar in gand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successions and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COSK AND STATE OF ILLINOIS. to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

DEPT-01 RECURBING

T47777 TRAN 6557 03/07/95 12:03:00

\$6549 \$ SA +-95-152162

COOK COUNTY RECORDER

Companies to the professional state to the bright of the Co

A. T. G. F.

\*Interest on the outstanding balance shall be paid monthly throughout term of Note. which with the property hereinafter described, is referred to herein as the "premises."

(SEAL)	[SEVI]
<b>9</b>	11438)
ELLEN DOPPELT (SEAL) S	KOREKI DODDI D
THE TOOK (SEAL) CO	[SEAL]
S T	WITNESS the band and seal of Mongagors the day and year first above
	and any and add accorded by any 2000 and add 2000 and and any 2000 and and and any 2000 and any 2000 and and any 2000 and any
deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagor, its successors and assigns.	
and provisions appearing on page 2 (the reverse side of this trust	This Trust Deed consists of two pages. The covenants, conditions a
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.	
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses	
	ahall be considered as constituting part of the real estate.
agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns	
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	
heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), acreens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stores,	
ent or articles now or hereafter therein or thereon used to supply	with said real estate and not secondarily), and all apparatus, equipm
	profits thereof for so long and during all such times as Mortgagors m
s and appurtenances thereto belonging, and all rents, issues and	TOGETHER with all improvements, tenements, easements, fixture

signed, realed and delivered the said Instrument as their brus aord this day in person and acknowledged that they who personally known to me to be the same person (s) where name (s) subscribed to the foregoing instrument, appeared before me

'56 61 voluntary act, for the uses and purposes therein set forth.

BIONESBIA, DO HEREBY CERTIFY THAT KOBELT DOPPELT and ELLEY DOPPELT, his wife

Siven-under my hand and Notarial Seal this 27th day of, Goldmary

1981 ,81 184mmas HAY COMMISSION EXPRES IN MYCRESHS W YONG

a Notary Public in and for the residing in said County, in the state

Notarial Seal

Notory Public

STATE OF ILLINOIS

use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the lien to Trustee or to holders of the note, (d) complete within a reasonable time any buildings or buildings from or at any time in process a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of such prior other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtodaces which may be secured by may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or 1. Mortgagora shaff (a) promptly repair, restore and rebuild any buildings or improvements new or hereafter on the premises which THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

of the notes duplicate receipts therefor. To prevent default hereunder Mongagors shall pay in full under protest, in the manner provided 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessificate, which is general taxes, and shall pay special taxes, special assessificate, which is a more than the control of the control

by statute, any tax or assessment which Mortgagora desire to contest.

attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of 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 fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by

payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other whorekinge shall have the right at tany thy time to establish an eacrow to pay any or all of these any act hereindefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial 4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

items and require mortgages of separational in the first of the first of the small section of the separation of the first of the first

prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said gramines or contest any tax or assessment.

prior lies or claim thereof, or redeem from any tax sale or forfeiture affecting said promises 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lies 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturely rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

- 5. The Trustee or the holders of the notes 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 injury 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 option of the holders of the principal notes, or any of them, and without notice to Montgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained. 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, 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 expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, 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 tile as Trustee or lolders of the notes, or any of them, 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. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and parable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including 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) preparations for the defense of any threatened suit of 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; 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 bill to foreclose this trust deed, the court in which such bill 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 the 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 at pointed as such receiver. Such receiver shall have the 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 of redemption, whether there be redemption of 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 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: (a) 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; (b) the deficiency in case of sale and deficiency.
- 10. No action for the enforcement of the lien 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 notes hereby secured.
- 11. Trustee or the holders of the notes, or of any of them, 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 the trust deed, 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 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 fully paid; and Trustee may execute and deliver a release hereof to and at the request of

makers thereof. with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is any person who shall cither before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all

The Trustee may resign by instrument in writing the strength thave the toenuest users.

given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to the be binding upon Mortgagors and all persons claiming under or the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate chedule in effect to the independences or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

16. Before releasing this trust deed, Trustee or successor shall be entitled to reasonable compensation for any other act or service performed to its independence of successor shall be entitled to reasonable compensation for any other act or service performed to its independence of successor shall be entitled to reasonable compensation for any other act or service performed to its independence of successor shall be entitled to reasonable compensation for any other act or service performed to its independence of successor shall be entitled to reasonable compensation for any other act or service performed to its independence of successor shall be entitled to reasonable compensation for any other act or service performed to its independence of successor shall be entitled to reasonable compensation for any other act or service performed to its independence of successor shall be entitled to reasonable compensation.

BEFORE THE TRUST DEED IS FILED AND TRUST COMPANY, TRUSTEE,

IDENTIFIED BY CHICAGO TITLE BY THIS TRUST DEED SHOULD BE THE INSTALMENT NOTE SECURED.

THE BORROWER AND LENDER

FOR THE PROTECTION OF BOTH

The provisions of the "Two and Trustees Act" of the State of Illinois shall be applicable to this trust Deed.

204 Collustra Ch Assistant Vice President, COMPANY, TRUSTEE dentification No.

[ | Recorders Box 333

DOOD THE O 750m 134 R.1/95 CTTC Trust Deed 9. Individual Mortgagor Secures One Instalment Mote Interest in Addition to Payment Use with CTTC Mote 9.

FOR RECORD.

IMPORTANT!

**DESCRIBED PROPERTY HERE VDDKE22 OF ABOVE** PURPOSES INSERT STREET FOR RECORDER'S INDEX

Mes Plaines, IL 60018 Sai eatha 3166 S. River Rd. Actorney At Law ALERED L., LEVINSON :oT tinM \$74 Republish By

**UNOFFICIAL COPY** 

Northbrook, 11, 60062

3030 Phaseaut Creak Unit 503

# **UNOFFICIAL COPY**

### LEGAL DESCRIPTION

PARCEL I: UNIT NUMBER 3-303B IN PHEASANT CREEK CONDOMINIUM NUMBER 6, AS DELINEATED ON A SURVEY TO FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT "A" IN WHITE PLAINS UNIT 7, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF 2 ACRES CONVEYED TO F. MAITER, DECEMBER 4, 1849 AS DOCUMENT NUMBER 24234 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT "A" AFORESAID WITH A LINE 246.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION . THENCE SOUTH 89 DEGREES 36 MINUTES 55 SECONDS WEST ALONG SAID PARALLEL LINE 47.99 FEET, THENCE SOUTH O DEGREES 23 MINUTES O5 SECONDS EAST AT RIGHT ANGLES THERETO 17.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 6 DEGREES 38 MINUTES OO SECONDS EAST 268.79 FEET, THENCE SOUTH 83 DEGREES 22 MINUTES OO SECONDS WEST 82 FET THENCE NORTH 6 DEGREES 38 MINUTES OO SECONDS WEST, 265 79 FEET, THENCE NORTH 83 DEGREES 22 MINUTES OO SECONDS EAST 82 LEFT TO THE POINT OF BEGINNING, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26131810 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. ALSO

PARCEL II: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL I AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 26, 191, 808.

COMMON ADDRESS: 3030 PHEASANT CREEK DRIVE, UNIT 103, NORTHBROOK, ILLINOIS

PERMANENT INDEX NUMBER: 04-08-200-039-1021

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