



# TRUST DEED UNOFFICIAL COPY

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made SEPTEMBER 26 1996, between

**SALLY ROSENFELD**

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

TWENTY THOUSAND & NO/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to **THE ORDER OF BEARER SALLY ROSENFELD**

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from SEPTEMBER 28, 1996 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:

of \_\_\_\_\_ Dollars or more on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ and \_\_\_\_\_ Dollars or more on the \_\_\_\_\_ day of each \_\_\_\_\_ 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 18th day of NOVEMBER 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 15.0% 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 \_\_\_\_\_ in said City.

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 CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 2 in the Subdivision of Lots 3 and 4 (except the South 182 feet (in Block 3 in W. B. Ogden's Subdivision of the Southwest 1/4 of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. P.T.N. 14-18-314-033-0000 Address of Property: 4220 N. Damen Ave.

**96760349**

In the event of the sale, assignment or transfer of all or any portion of the title to the property described above from the makers hereof to a third party or parties, the entire principal balance then due under the Note secured by this Trust Deed shall at the option of payee immediately become due and payable.

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, inador 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.  
\_\_\_\_\_  
JOHN J. MOONEY (SEAL) SUSAN H. KENNEDY-MOONEY (SEAL)

STATE OF ILLINOIS, I, June General ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.  
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John J. Mooney and Susan H. Kennedy Mooney

who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that JUNE GENERAL signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.  
My Commission Expires 2-11-99  
\_\_\_\_\_ 1st day of October 19 96

Notary Seal JUNE GENERAL Notary Public  
Form 807 Trust Deed - Individual Mortgages - Secured One Instalment Note with Interest Included in Payment.

96760349

UNOFFICIAL COPY

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

THIS INSTRUMENT WAS PREPARED BY

MAIL TO STATE W. E. HENNING  
SALLY ROSENFIELD  
902 2nd St  
Chicago, Ill

FOR THE PROTECTION OF BOTH THE MORTGAGEE AND THE TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY,

649037956

10. Before releasing this deed, Trustee or successor shall receive for its services a fee as determined by its schedule in effect when this deed is filed for record. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

11. 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 note hereby secured.

12. Trustee has no duty to examine the title, location, existence or condition of the premises or all reasonable times and access thereto shall be permitted for that purpose.

13. Trustee shall release this deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this deed has been fully paid and that the lien hereof has been released by proper instrument upon presentation of satisfactory evidence to the satisfaction of the Trustee.

14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the assignment, liability of Trustee to act of Trustee, the then Recorder of Deeds of the county in which the premises hereon designated as markers hereof.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note secured by this deed.

16. Mortgagee shall keep all buildings and improvements now or hereafter 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) under policies providing for payment by the mortgage company of moneys and interest to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holder of the note, under mortgage payable to, by assignment, or Trustee for the benefit of the holder 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 expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

17. Mortgagee 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) under policies providing for payment by the mortgage company of moneys and interest to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holder of the note, under mortgage payable to, by assignment, or Trustee for the benefit of the holder 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 expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

18. Mortgagee 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) under policies providing for payment by the mortgage company of moneys and interest to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holder of the note, under mortgage payable to, by assignment, or Trustee for the benefit of the holder 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 expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

19. Mortgagee 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) under policies providing for payment by the mortgage company of moneys and interest to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holder of the note, under mortgage payable to, by assignment, or Trustee for the benefit of the holder 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 expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

20. Mortgagee 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) under policies providing for payment by the mortgage company of moneys and interest to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holder of the note, under mortgage payable to, by assignment, or Trustee for the benefit of the holder 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 expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

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

# UNOFFICIAL COPY

#0002**	RECORDIN #	27.00
	MAILINGS #	0.50
	PENALTY #	24.00
	96760349 #	51.50
	SUBTOTAL	51.50
	CHECK	

3 PURC CTR  
0011 NCH 10:33



## Instalment Note

(Use with Trust Deed Form CTTC 7)

\$ 20,000.00 CHICAGO, Illinois SEPTEMBER 28, 1996

FOR VALUE RECEIVED, I promise to pay to THE ORDER OF BEARER

SALLY ROSENFELD

the principal sum of TWENTY THOUSAND & NO/100 Dollars  
and interest from SEPTEMBER 28, 1996, on the balance of principal remaining from time to time unpaid at the rate  
of 10.5 per cent per annum payable in instalments (including principal and interest) as follows:  
of      Dollars or more on the      day of     , and  
each      thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid,

shall be due on the 18th day of NOVEMBER, 1996. All such payments on account of the indebtedness evidenced by  
this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each of said instalments unless paid when due shall bear interest after maturity at the rate of 15 per  
cent per annum. Said payments are to be made at such banking house or trust company in CHICAGO,  
Illinois, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at  
the office of

Legal Description: Lot 2 in the Subdivision of Lots 3 and 4 (except the South 182 feet)  
in Block 3 in W.B. Ogden's Subdivision of the Southwest 1/4 of Section 18, Township 40  
North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.T.N. 14-i8-314-033-0600 Address of Property: 4220 N. Damen Avenue

In the event of a sale, assignment or transfer of all or any portion of the title to the  
property described above from the makers hereof to a third party or parties, the entire  
principal balance then due under the Note secured by a Trust Deed shall be due and  
payable instanter. The terms of this Note are hereby incorporated in a certain Trust  
Deed of even date securing this Note and the terms of said Trust Deed are hereby  
incorporated herein.

96760349

96760349

**COPY**

Office of Cook County Clerk's Office  
27.50  
24.00 penalty  
51.50

real estate in the County of COOK, Illinois; and it is agreed that at the election of the holder or holders hereof and  
without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and  
payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the  
terms hereof or in case default shall occur and continue for three days (in which event election may be made at any time after the  
expiration of said three days, without notice) in the performance of any other agreement contained in said trust deed.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Identification No. \_\_\_\_\_  
CHICAGO TITLE AND TRUST COMPANY,  
Trustee.  
By \_\_\_\_\_  
Assistant Secretary  
Assistant Vice President

*John J. Mooney*  
JOHN J. MOONEY

*Susan H. Kennedy-Mooney*  
SUSAN H. KENNEDY-MOONEY

IMPORTANT: THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT  
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

THIS IS A VALUABLE DOCUMENT! WHEN FULLY PAID, THIS NOTE AND THE TRUST DEED SECURING IT  
MUST BE SURRENDERED TO THE PARTY OBLIGED TO MAKE THE FINAL PAYMENT. THAT PARTY MUST  
IMMEDIATELY THEREAFTER PRESENT THIS NOTE AND THE TRUST DEED SECURING IT TO CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE, IN ORDER TO OBTAIN A RELEASE DEED.

# Instalment Note

Maker \_\_\_\_\_

Date \_\_\_\_\_

Amount \$ \_\_\_\_\_

Instalment \_\_\_\_\_

Last payment due \_\_\_\_\_

(page 4 of 5)

Principal and Interest Payable at the Office of \_\_\_\_\_



**Chicago Title and Trust Company**  
 171 NORTH CLARK STREET  
 CHICAGO 60601-3294

Received on the within Note the following sums:

DATE	INTEREST		PRINCIPAL		REMARKS
	Dollars	Cts	Dollars	Cts	
19					

Received on the within Note the following sums:

DATE	INTEREST		PRINCIPAL		REMARKS
	Dollars	Cts	Dollars	Cts	
19					

COOK COUNTY  
 RECORDER  
 JESSE WHITE  
 SKOKIE OFFICE

Received on the within Note the following sums:

DATE	INTEREST		PRINCIPAL		REMARKS
	Dollars	Cts	Dollars	Cts	
19					

96760349

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