

The principal sum and interest to be payable in installments as follows: \$757.29 or more on the 1st day of AUGUST, 1987 and \$757.29 or more on the 1st day of each and every 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 JULY, 2016.

Interest on said note shall accrue at a rate per annum equal to the interest rate index in effect each day, which rate shall change when and as the interest rate index changes. All installment payments received on said note shall be applied first to the payment of interest accrued to the date the installment is paid, and any amount remaining from an installment after application to interest shall be applied in reduction of unpaid principal. Interest on said note shall increase to a rate per annum equal to the sum of the interest rate index in effect each day plus 5.0% (which rate shall change when and as the interest rate index changes) upon default, or after the due date of the final installment until all liabilities are paid. Interest on said note will be computed based upon a 365-day year for the actual number of days elapsed. The interest rate index is the moving average each month of the highest "Prime Rate" as published in the Money Rates section of The Wall Street Journal each business day. The Prime Rate in effect on non-business days shall be the highest Prime Rate published in The Wall Street Journal on the immediately preceding business day. Any interest rate index change shall be effective as of the first day of the second month immediately following a change in the interest rate index for any month. If the index is no longer available, then bank will choose a new index in its sole discretion and will send notification of this choice. The installment payments due under said note shall be changed as of the first day of the month following the effective date of any change in the interest rate index to a monthly payment amount sufficient to repay the loan based on a 29-year amortization from the original date of said note at the new interest rate. Bank shall give notice at least 25 days prior to the effective date of any change in the installment payment pursuant to a change in the interest rate index as hereinabove set forth.

In addition to the payments called for herein, Mortgagors shall deposit monthly with the holder of the Collateral Installment Note a sum equal to 1/12 of the annual Real Estate tax bill based upon the last ascertainable tax bill as Tax Reserve. All deposits made pursuant to this tax reserve clause shall be on a Debtor-Creditor relationship, and the holder of said reserve shall not be obligated to pay any interest thereon, same being specifically waived by the Mortgagors hereunder. Holder of said reserve does not assume the obligation of paying the real estate taxes, and it shall remain the obligation of the Mortgagors to secure such funds from the reserve to pay such taxes when due, or in lieu thereof, Mortgagors shall establish an interest bearing pledged savings account in accordance with the provisions of Illinois Revised Statutes, Chapter 17, Paragraph 4906.

TRANSFER OF THE PROPERTY DUE ON SALE

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If all or any part of the premises or any interest in it is sold or transferred without the prior written consent of the holders of the Note hereby secured, the holders of the Note may, at their option, require immediate payment in full of all unpaid indebtedness secured by this Trust Deed

If the holders of the Note exercise this option, they shall give, Mortgagors, their heirs, executors administrators or assigns, notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagors, their heirs, executors, administrators or assigns, must pay all indebtedness secured by this Trust Deed. If Mortgagors, their heirs, executors, administrators or assigns, fails to pay all the indebtedness prior to the expiration of this period, the holders of the Note may invoke any remedies permitted by this Trust Deed without further notice or demand on Mortgagors, their heirs, executors, administrators, or assigns.

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PARCEL 1: 04-35-3/4-091-10340 719175

UNIT NUMBER A-408 AS DELINEATED ON THE SURVEY OF THE FOLLOWING
DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

A PARCEL OF LAND, BEING PART OF LOT 2 IN ORCHARD GARDENS SUBDIVISION, A
SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 35,
TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR

OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 16, 1959 AS DOCUMENT
1849370, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT 2 AND RUNNING; THENCE
WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 359.25 FEET TO A
POINT; THENCE NORTH ALONG A STRAIGHT LINE, PERPENDICULAR TO SAID SOUTH
LINE OF LOT 2, A DISTANCE OF 25 FEET TO A POINT OF BEGINNING FOR THE
PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE NORTHWESTWARDLY ALONG A
STRAIGHT LINE, A DISTANCE OF 149.91 FEET TO A POINT WHICH IS 164.12
FEET NORTH (MEASURED PERPENDICULAR TO SAID SOUTH LINE OF LOT 2) AND
415.10 FEET WEST (MEASURED ALONG SAID SOUTH LINE OF LOT 2) FROM
AFORESAID SOUTH EAST CORNER OF LOT 2; THENCE NORTHEASTWARDLY ALONG A
STRAIGHT LINE, A DISTANCE OF 110.79 FEET TO A POINT WHICH IS 242.46
FEET NORTH (MEASURED PERPENDICULAR TO SAID SOUTH LINE OF LOT 2) AND
336.76 FEET WEST (MEASURED ALONG SAID SOUTH LINE OF LOT 2) FROM
AFORESAID SOUTH EAST CORNER OF LOT 2 THENCE EAST ALONG A LINE PARALLEL
WITH SAID SOUTH LINE OF LOT 2, A DISTANCE OF 97.12 FEET; THENCE
SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 70.54 FEET TO A
POINT WHICH IS 192.58 FEET NORTH (MEASURED PERPENDICULAR TO SAID SOUTH
LINE OF LOT 2) AND 189.76 FEET WEST (MEASURED ALONG SAID SOUTH LINE OF
LOT 2) FROM AFORESAID SOUTH EAST CORNER OF LOT 2; THENCE SOUTH ALONG A
LINE PERPENDICULAR TO SAID SOUTH LINE OF LOT 2, A DISTANCE OF 142.58
FEET, TO A POINT 50.0 FEET NORTH OF SAID SOUTH LINE; THENCE WEST ALONG
A LINE PERPENDICULAR TO SAID LAST DESCRIBED LINE, A DISTANCE OF 32.00
FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF LOT
2, A DISTANCE OF 25.00 FEET; THENCE WEST ALONG A LINE 25.00 FEET NORTH
FROM AND PARALLEL WITH SOUTH LINE OF LOT 2, AFORESAID, A DISTANCE OF
137.49 FEET TO THE POINT OF BEGINNING, WHICH SAID SURVEY IS ATTACHED AS
EXHIBIT 'A' TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY
AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT
DATED JANUARY 29, 1975 AND KNOWN AS TRUST NUMBER 2805 AND REGISTERED IN
THE OFFICE OF THE COOK COUNTY REGISTRAR OF TITLES AS DOCUMENT 2885260,
TOGETHER WITH AN UNDIVIDED 3.23 PER CENT INTEREST IN SAID PARCEL
(EXCEPTING FROM SAID PARCEL ALL PROPERTY AND SPACE COMPRISING ALL THE
UNITS THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION OF
CONDOMINIUM OWNERSHIP AND SURVEY)

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID AS
SET FORTH IN INSTRUMENT AND FILED AUGUST 2, 1976 AS DOCUMENT LR 2885259
AND AS CREATED BY DEED FROM AMALGAMATED TRUST AND SAVINGS BANK, A
CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY
29, 1975 AND KNOWN AS TRUST NUMBER 2805 TO HOWARD SWANSON AND LYLE ANN
SWANSON DATED NOVEMBER 4, 1976 AND FILED NOVEMBER 26, 1976 AS DOCUMENT
NUMBER LR2908062 OVER AND UPON:

THAT PART OF LOT 2 IN ORCHARD GARDENS SUBDIVISION, A SUBDIVISION OF

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PARCEL 2, CONT'D.

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PART OF THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 16, 1959 AS DOCUMENT NUMBER 1849370, WHICH PART OF LOT 2 IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 2 AND RUNNING; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 (BEING ALONG THE WESTERLY LINE OF WAUKEGAN AVENUE), A DISTANCE OF 60 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE, PERPENDICULAR TO SAID EASTERLY LINE OF LOT 2, A DISTANCE OF 54.10 FEET; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 47.79 FEET TO A POINT WHICH IS 25.0 FEET NORTH (MEASURED PERPENDICULAR) TO SAID SOUTH LINE OF LOT 2) AND 89.76 FEET WEST (MEASURED ALONG SAID SOUTH LINE OF LOT 2) FROM AFORESAID SOUTH EAST CORNER OF LOT 2; THENCE WEST ALONG A LINE 25 FEET NORTH FROM AND PARALLEL WITH SOUTH LINE OF LOT 2 AFORESAID, A DISTANCE OF 269.49 FEET; THENCE SOUTH ALONG A STRAIGHT LINE PERPENDICULAR TO SAID SOUTH LINE OF LOT 2, A DISTANCE OF 25.0 FEET TO SAID SOUTH LINE; THENCE EAST ALONG SOUTH LINE OF LOT 2 AFORESAID, A DISTANCE OF 359.25 FEET TO THE POINT OF BEGINNING, FOR INGRESS AND EGRESS,

PARCEL 3:

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EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN INSTRUMENT FILED AS DOCUMENT NUMBER LR 2885259 AND AS CREATED BY DEED FROM AMALGAMATED TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 29, 1975 AND KNOWN AS TRUST NUMBER 2805 TO HOWARD SWANSON AND LYLE ANN SWANSON, HIS WIFE DATED NOVEMBER 4, 1976 AND FILED NOVEMBER 26, 1976 AS DOCUMENT LR 2908062 OVER AND UPON

THAT PART OF LOT 2 IN ORCHARD SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 16, 1959 AS DOCUMENT 1849370, WHICH PART OF LOT 2 IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTH EAST CORNER OF LOT 2 AND RUNNING; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 (BEING ALSO THE WESTERLY LINE OF WAUKEGAN AVENUE), A DISTANCE OF 60.0 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE, PERPENDICULAR TO SAID EASTERLY LINE OF LOT 2, A DISTANCE OF 54.10 FEET TO THE POINT OF BEGINNING FOR THAT PART OF LOT 2 HEREINAFTER DESCRIBED; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 116.73 FEET TO A POINT WHICH IS 141.06 FEET NORTH (MEASURED PERPENDICULAR TO SAID SOUTH LINE OF LOT 2) AND 138.24 FEET WEST (MEASURED ALONG SAID SOUTH LINE OF LOT 2) FROM AFORESAID SOUTH EAST CORNER OF LOT 2; THENCE WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF LOT 2, A DISTANCE OF 51.52 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 20.0 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF LOT 2, A DISTANCE OF 36.16 FEET; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 90.28 FEET TO A POINT WHICH IS 57.22 FEET NORTH (MEASURED PERPENDICULAR TO SAID SOUTH LINE OF LOT 2) AND 89.76 FEET WEST (MEASURED ALONG SAID SOUTH LINE OF LOT 2) FROM AFORESAID SOUTH EAST CORNER OF LOT 2; THENCE SOUTH ALONG A STRAIGHT LINE PERPENDICULAR TO SAID SOUTH LINE OF LOT 2, A DISTANCE OF 32.22 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 47.79 FEET TO THE POINT OF BEGINNING, FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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TRUST DEED

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71-19-072 (2) Hand AF



NOTE IDENTIFIED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JUNE 19, 19 87, between DONALD H. GREENBERG AND JOYCE S. GREENBERG, HIS WIFE 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 THOUSAND AND 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~XXXXXX~~ THE FIRST NATIONAL BANK OF LINCOLNWOOD

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from DATE on the balance of principal remaining from time to time unpaid at the rate of * percent per annum in installments (including principal and interest) as follows: *SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

of 19 (in) 19 thereafter until said note is fully paid except that the first payment of principal and interest, if not sooner paid, shall be due on the day of Month. 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 ** per annum, and all of said principal and interest being made payable at such banking house or trust company in LINCOLNWOOD, 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 THE FIRST NATIONAL BANK OF ~~XXXXXX~~ LINCOLNWOOD, 6401 N. LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS 60645

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 VILLAGE OF GLENVIEW COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

**SEE DEFAULT RATE ON RIDER ATTACHED HERETO AND MADE A PART HEREOF
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

THIS INSTRUMENT WAS PREPARED BY CHARLES A. GREENSTEIN
6401 NORTH LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS

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 in 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 units or centrally controlled), and ventilation, including, without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, in-door 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 for 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.

Donald H. Greenberg (SEAL) Joyce S. Greenberg (SEAL)
DONALD H. GREENBERG JOYCE S. GREENBERG

STATE OF ILLINOIS, MATHILDA SZAFRANIEC
3630740 JUN 20 1987
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DONALD H. GREENBERG AND JOYCE S. GREENBERG, HIS WIFE

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MATHILDA SZAFRANIEC
Notary Public, State of Illinois
My Commission Expires 12/9/90

who is personally known to me to be the same persons whose names 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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of June 1987.

Mathilda Szafraniec Notary Public

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71-19-072

