

Property of Cook County, Illinois

727459

3760291

Unit 303 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 2nd day of May, 1976 as document No. 2750725 together with an undivided .022152 percent interest (except the units delineated and described in said survey) in and to the following described premises: that part of lot 1 in "Sandpiddle Walk" being a subdivision in the Southeast 1/4 of the Southeast 1/4 of Section 15, Township 42 North, Range 11, East of the Third Principal Meridian, bounded by a line described as follows: commencing at the Southwest corner of said lot 1 in "Sandpiddle Walk"; thence North 00 degrees 04 minutes 17 seconds West along the West line of said lot 1 (said West line also being the East line of the West 495.0 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 15) 130.86 feet; thence North 89 degrees 55 minutes 43 seconds East, 29.80 feet to the point of beginning of the parcel to be described; thence North 18 degrees 53 minutes 09 seconds West, 64.33 feet; thence North 71 degrees 06 minutes 51 seconds East, 124.83 feet; thence North 01 degrees 21 minutes 05 seconds East, 117.92 feet; thence South 38 degrees 38 minutes 55 seconds East, 64.33 feet; thence South 01 degrees 21 minutes 05 seconds West, 131.25 feet; thence South 38 degrees 32 minutes 48 seconds East, 87.33 feet; thence South 51 degrees 27 minutes 12 seconds West, 64.33 feet; thence North 38 degrees 32 minutes 48 seconds West, 78.92 feet; thence South 71 degrees 06 minutes 51 seconds West, 122.83 feet to the point of beginning, in Cook County, Illinois.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

302 122

My Commission Expires 02/15/01  
Cook County  
Notary Public, State of Illinois  
Arthur S. Ferrari

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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

1. The undersigned  
A Notary Public in and for the State of Illinois, in the County of Cook,  
County of Cook, State of Illinois  
GAIL FERRARI, a Spinster.

and seal of Mortgagor the day and year first above written.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page ( ) the reverse side of this trust deed (which are incorporated herein by reference and are a part hereof) and shall be binding on the mortgagors, their heirs, assigns and assigns of the mortgagors and shall be binding on the mortgagors, their heirs, assigns and assigns of the mortgagors.

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purpose and purposes therein expressed, and upon the use and trust herein set forth, the mortgagors do hereby expressly release and waive their right and benefit under and by virtue of the Homestead Exemption Law of the State of Illinois, which law entitles them to a certain exemption from the payment of taxes on the premises, and all other rights and benefits which they may have or claim by reason of the said law, and they do hereby agree to waive and to release and to defend the same.

Address of Property: 1550 Sanddebble Drive, Unit 303, Wheeling, Illinois 60090.  
Mortgage Index Number: 03-1-1402-026-1037

AND STATE OF ILLINOIS, to wit: the County of Cook  
GAIL FERRARI, a Spinster, in and for the State of Illinois, in the County of Cook, State of Illinois

of ILLINOIS, as the holders of the note may, from time to time, in writing report, and in absence of such appointment, then in the office of ARTHUR FERRARI or LORRAINE FERRARI, 9703 Lowell Avenue, Skokie, Illinois 60076.

Thereafter until said note is fully paid except that the final payment of principal shall be due on the 15th day of each month.

from January 11, 1989 on the balance of principal remaining from time to time unpaid at the rate of ten (10) percent per annum in installments (including principal and interest) as follows:

THOUSAND AND NO/100 (\$51,000.00)

THIS INSTRUMENT, MADE JANUARY 11TH, 1989, between GAIL FERRARI, a Spinster,

3766291

3766291

Trust Deed  
Mortgage prepared by  
A. S. Ferrari,  
1032 Sherman Road,  
Wheeling, Illinois 60092.



227459



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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and include thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

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 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.

3. Mortgagors 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 insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies 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 expire, shall deliver renewal policies not less than ten days prior to the respective date of 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 heretofore 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, threat, or redemptions 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such master 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 past maturity rate set forth in the note securing this trust deed, if any, otherwise the promaturity rate set forth therein. 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 holders 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 prepared from the appropriate public office without inquiry 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 note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when 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 become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof by any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale (1) 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, or fees 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, title insurance policies, Torrens certificates, and similar data 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 evidence in 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 payable, with interest thereon at a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the promaturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, 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 or for the exercise of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or 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 so much indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; 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 notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and without regard to the true 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 of redemption, then, 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 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 a 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 note hereby secured.

11. 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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or 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 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 any person at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the 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 bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the 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 it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may testify by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded by him in case of his resignation, inability or refusal to act as Trustee, the then Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successor Trustee. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee.

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 liable for the payment of the indebtedness of any person hereof, whether or not such persons shall have executed the note as Trust Deed "The word 'note' when used in this instrument shall be construed to mean 'notes' when more than one note is used.

16. Before recording this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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2017/1/29

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

MAIL TO: A. S. Krieger, 1032 Shermer Road, Northbrook, Illinois 60062.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1550 Sandpebble Drive Unit 303, Wheeling, Illinois 60090.

PLACE IN RECORDER'S OFFICE BOX NUMBER