

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 17 1989, between MICHAEL KOFFMAN and BORIS LANTSMAN, married to Irina Lantsman married to Raisa Koffman

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, 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 first Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One Hundred Fifty Four Thousand Five Hundred and no/100 (\$154,500.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, \$500 payable to THE ORDER OF BEARER LEROY J. WILLIAMS and NORA L. WILLIAMS

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 17, 1989 on the balance of principal remaining at time to time paid at the rate of 12% per centum per annum in instalments (including principal and interest), as follows: One Thousand Eight Hundred Fifty Four and 28/100 (\$1,854.28)

of June 1989 and One Thousand Eight Hundred Fifty Four and 28/100 (\$1,854.28) Dollars or more on the 17th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, not sooner paid, shall be due on the 17th day of May, 2000. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 20% per annum, and all of said principal and interest being made payable at such banking house or trust company in Evanston, Illinois, as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of LEROY J. WILLIAMS and NORA L. WILLIAMS in said City, 132 Sherman, Evanston, Illinois 60202

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 Thousand Eight Hundred Fifty Four and 28/100 (\$1,854.28) Dollars in hand paid, the receipt whereof is hereby acknowledged by these parties CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and a certain parcel, right, title and interest therein, to wit: the following described Real Estate and a certain parcel, right, title and interest therein, lying and being in the City of Evanston Cook AND STATE OF ILLINOIS, to wit:

LOT TWENTY (20), LOT TWENTY ONE (21) AND LOT TWENTY TWO (22) IN BLOCK EIGHT (8) IN THOMAS P. GREY'S MAIN STREET ADDITION TO EVANSTON, A DIVISION OF THE WEST ONE THIRD (1/3RD) OF THE SOUTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

Permanent Tax Nos. 10-24-120-015; 10-24-120-016; 10-24-120-017

which, with the premises 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 units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador built 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 use 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 of and seal of Mortgagors the day and year first above written.

Michael Koffman [SEAL] Boris Lantsman [SEAL] MICHAEL KOFFMAN [SEAL] BORIS LANTSMAN [SEAL]

STATE OF ILLINOIS, County of Cook, I, MARIE GLASGOW, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL KOFFMAN and BORIS LANTSMAN, married to Irina Lantsman married to Raisa Koffman

whom I 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 17th day of May 1989 OFFICIAL SEAL MARIE GLASGOW Notary Public STATE OF ILLINOIS

Notarial Seal

82105C583

NOTE IDENTIFIED

3796072

MAIL TO: Friend and Steppan and Associates, Ltd.

Louis H. Levinson
33 N. LaSalle Street, #3400

DEED IS FILED FOR RECORD

FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTRUMENT NOTED BY THIS
AND TRUST COMPANY, TRUSTEE, SHOULD BE
FILED IN CHICAGO TITLE

CHICAGO TITLE AND TRUST COMPANY
Identification No. 228981

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens for claims for labor or materials; (c) pay when due any indebtedness which may be secured by a lien or charge on or to the premises or to the company; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the company; (d) complete within a reasonable time any building or building 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 the use thereof; (f) make no

2. Mortgages shall pay before any general or 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 holder of the note a statement of the amount of such taxes, assessments, charges, and other charges when due, and shall, upon request, pay the same when due. Mortgages shall pay in full under protest, in the manner provided by statute, any tax

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, or windstorm and good damage, where the law so requires, and shall pay the cost of such insurance. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, or windstorm and good damage, where the law so requires, and shall pay the cost of such insurance. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, or windstorm and good damage, where the law so requires, and shall pay the cost of such insurance.

4. In case of default hereon, Trustee or the holder of the note may, but need not, make any payment or perform any act heretofore required of Mortgages in any form and manner, 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 thereon, or redeem from prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or other lien or title or claim thereon, or

5. The Trustee or the holder of the note hereby intended from the appointment of a receiver or trustee, when due according to the terms hereof, to according to any bill, mortgage or estimate presented to the appropriate public office which may be necessary to the security of each bill, statement or estimate or into the validity of any tax or other lien or title or claim thereon.

6. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or other lien or title or claim thereon, or redeem from prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or other lien or title or claim thereon, or

7. When the holder of the note hereon is a corporation, partnership, or other entity, the holder of the note shall have the right to foreclose the mortgage hereon, and exercise the same, whether or not the holder of the note is a corporation, partnership, or other entity, and whether or not the holder of the note is a corporation, partnership, or other entity, and whether or not the holder of the note is a corporation, partnership, or other entity.

8. The proceeds of any foreclosure sale of the premises hereon shall be applied to the payment of the principal and interest on the note hereon, and to the payment of any other debts or obligations of the borrower hereon, and to the payment of any other debts or obligations of the borrower hereon, and to the payment of any other debts or obligations of the borrower hereon.

9. The holder of the note hereon shall have the right to foreclose the mortgage hereon, and exercise the same, whether or not the holder of the note is a corporation, partnership, or other entity, and whether or not the holder of the note is a corporation, partnership, or other entity, and whether or not the holder of the note is a corporation, partnership, or other entity.

10. No action for the enforcement of the terms of the note hereon shall be subject to any defense which would not be good and available to the party impugning same in a proceeding to enforce the note hereon, and the note hereon shall be subject to any defense which would not be good and available to the party impugning same in a proceeding to enforce the note hereon.

11. Trustee or the holder of the note hereby intended from the appointment of a receiver or trustee, when due according to the terms hereof, to according to any bill, mortgage or estimate presented to the appropriate public office which may be necessary to the security of each bill, statement or estimate or into the validity of any tax or other lien or title or claim thereon.

12. Trustee has no duty to examine the title hereon, or to inquire into the validity of the premises or to inquire into the existence or condition of the premises, or to inquire into the validity of the premises, or to inquire into the existence or condition of the premises, or to inquire into the validity of the premises, or to inquire into the existence or condition of the premises.

13. Trustee shall retain the title deed hereon, and shall not be bound to issue a duplicate copy of the title deed hereon, and shall not be bound to issue a duplicate copy of the title deed hereon, and shall not be bound to issue a duplicate copy of the title deed hereon.

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RIDER TO TRUST DEED BETWEEN MICHAEL KOFMAN AND BORIS LANTSMAN,
"MORTGAGORS", AND CHICAGO TITLE AND TRUST COMPANY, "TRUSTEE"

R1. In the event of any conflict or inconsistency between the provisions of this Rider and the printed portion of the Trust Deed to which this Rider is attached, the provisions of this Rider shall govern.

R2. Any attempted or purported sale of the real estate securing payment of the principal sum of money and interest due in accordance with the Instalment Note executed contemporaneously herewith, or any assignment of beneficial interest, without the written consent of the Trustee or the Holder or Holders of the Note secured hereby, shall effect an immediate acceleration of the Note secured hereunder, and shall render said Note immediately due and payable in full, including interest earned thereon to such date.

R3. Mortgagors shall pay a late charge equal to 5% of the monthly installment not actually received by the Holders of the Note within 15 days after the date it is due.

R4. The Note secured hereunder, may be prepaid at any time without penalty.

Dated: 5-7-89

Dated: 5-11-89

Michael Kofman
MICHAEL KOFMAN

Boris Lantsman
BORIS LANTSMAN

Property of Cook County Clerk's Office

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DUPLICATE

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1989 MAY 19 PM 2:41
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

Art Wengell
200 N. Madison Rd
Suite 301
Schmenberg, IL
60173

Property of Cook County Clerk's Office

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