

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

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DATE OF SEARCH:

802083

50 AUG 31 AM 10:14

REGISTRAR OF DEEDS  
CLERK'S OFFICE

RESULT OF SEARCH:

*None*  
*None*

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INTENDED GRANTEES OR ASSIGNEES:

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RESULT OF SEARCH:

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*AKH*  
*JA*

IDENTIFIED  
No.  
Registrar of Deeds Title  
CAROL MOSELEY BRAUN  
GURTOWSKI

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Customer # Atty Title Filing Date 8/31/90  
Torrens \_\_\_\_\_ L.F. Date \_\_\_\_\_  
Clt. # 1467294 L.F. Date \_\_\_\_\_  
Grantor Star, Gerard E.  
S.S.# \_\_\_\_\_  
Grantor Star, Donna M.  
S.S.# \_\_\_\_\_  
Grantee \_\_\_\_\_  
S.S.# \_\_\_\_\_  
Grantee \_\_\_\_\_  
S.S.# \_\_\_\_\_  
PIN # 07-26-301-03 Tax # 28 2104-79  
02083 057  
Fed Lien Search \_\_\_\_\_  
Title Officer VB  
Title Company ATG  
Trust Dept. \_\_\_\_\_ Survey Dept. \_\_\_\_\_  
Approval \_\_\_\_\_ Approval \_\_\_\_\_  
Refused \_\_\_\_\_  
Type of Document Trust deed Number \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Total No. Docs. \_\_\_\_\_  
Logged \_\_\_\_\_ Microfilm \_\_\_\_\_  
To Tax Dept. \_\_\_\_\_ Ret'd \_\_\_\_\_  
Previewer \_\_\_\_\_ Date \_\_\_\_\_  
Typist \_\_\_\_\_ Date \_\_\_\_\_  
Revisor \_\_\_\_\_ Date \_\_\_\_\_  
New Clt. # \_\_\_\_\_ Date \_\_\_\_\_  
Delivery \_\_\_\_\_ Date \_\_\_\_\_  
Customer Signature \_\_\_\_\_

FORM NO. 300

Federal Tax Lien

Property of County Clerk's Office



TRUST DEED

UNOFFICIAL COPY

780578

3903547

CTTC?

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 31 19 90, between Gerard E. Stras and Donna M. Stras, husband and 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

Eighty Thousand and No/100ths (\$80,000.00)-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF SEABER Rand Investment Co.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 31, 1990 on the balance of principal remaining from time to time unpaid at the rate of ten per cent per annum in instalments (including principal and interest) as follows:

Seven Hundred Three and No/100ths (\$703.00)-----Dollars or more on the 1st day of September 19 90, and Seven Hundred Three and No/100ths (\$703.00)-----Dollars or more on the 1st day of each 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 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 instalment unless paid when due shall bear interest at the rate of fifteen per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park 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 Rand Investment Co., 8315 W. North Avenue, Melrose Park 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 Village of Schaumburg, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot Thirty One----- (31) In Kingsport Village East, Unit No. 1, being a Subdivision of part of the East Half (1/2) of the Southwest Quarter (1/4) of Section 26, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on October 11, 1978 as Document Number 3051985.

[PIN: 07 26 301 031]

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 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, leader heads, sanitary 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 Law 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.

Gerard E. Stras (SEAL) Donna M. Stras (SEAL)

STATE OF ILLINOIS, I, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gerard E. Stras and Donna M. Stras husband and wife

who are personally known to me to be the same persons whose names are subscribed to the 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.

My Commission Expires May 5, 1991 Given under my hand and Notarial Seal this 31 day of August 19 90.

Notary Seal

NOTE IDENTIFIED

3903547

3903547



Notary Seal

My Commission Expires May 5, 1991. Notary Public, State of Illinois. My name and Notary Seal this day of August 19 90.

ROSEMARIE SETANNI, Notary Public, State of Illinois, appeared before me this day in person and acknowledged that she is personally known to me to be the same person whose name is subscribed to the instrument, and she acknowledged that she executed the same for the uses and purposes therein set forth.

County of Cook, State of Illinois. THAT Gerard E. Strass and Donna M. Strass, husband and wife, a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY

GERARD E. STRASS (SEAL) DONNA M. STRASS (SEAL) of Mortgages the day and year first above written and seal. WITNESS my hand and Notary Seal this day of August 19 90.

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purpose, and upon the uses and trusts herein set forth, the from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which and rights and benefits the Mortgages 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. Gerard E. Strass and Donna M. Strass, husband and wife, of Mortgages the day and year first above written and seal.

TOGETHER with the property hereinafter described, is referred to herein as the "premises". All rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereto (which are pledged primarily) and on a party with said real estate and not secondarily) and all apparatus, equipment or articles placed in the premises by the mortgagor or their successors or assigns shall be considered as constituting part of the real estate. TOGETHER with the property hereinafter described, is referred to herein as the "premises". All rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereto (which are pledged primarily) and on a party with said real estate and not secondarily) and all apparatus, equipment or articles placed in the premises by the mortgagor or their successors or assigns shall be considered as constituting part of the real estate. TOGETHER with the property hereinafter described, is referred to herein as the "premises". All rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereto (which are pledged primarily) and on a party with said real estate and not secondarily) and all apparatus, equipment or articles placed in the premises by the mortgagor or their successors or assigns shall be considered as constituting part of the real estate.

Property located at: 600 Northpointe Drive, Schaumburg, Illinois 60193. Prepared by Marvin B. Glick, Glick, Gottlieb and Schwartz, 200 East Randolph Drive, Suite 6900, Chicago, Illinois 60601 (312) 819-1000. See legal description attached hereto and made a part hereof as Exhibit A.

THIS INDENTURE made August 31 19 90, between Gerard E. Strass and Donna M. Strass, husband and 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Eighty Thousand and No/100ths (\$80,000.00) Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BRABER Rand Investment Co. and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 31, 1990 on the balance of principal remaining from time to time unpaid at the rate of ten percent per annum in installments (including principal and interest) as follows: Seven Hundred Three and No/100ths (\$703.00) Dollars or more on the 1st day of August in 90 and seven Hundred Three and No/100ths (\$703.00) Dollars or more on the 1st day of August in 91 and seven Hundred Three and No/100ths (\$703.00) Dollars or more on the 1st day of August in 92 and seven Hundred Three and No/100ths (\$703.00) Dollars or more on the 1st day of August in 93 and seven Hundred Three and No/100ths (\$703.00) Dollars or more on the 1st day of August in 94 and seven Hundred Three and No/100ths (\$703.00) Dollars or more on the 1st day of August in 95 and seven Hundred Three and No/100ths (\$703.00) Dollars or more on the 1st day of August in 96 and seven Hundred Three and No/100ths (\$703.00) Dollars or more on the 1st day of August in 97 and seven Hundred Three and No/100ths (\$703.00) Dollars or more on the 1st day of August in 98 and seven Hundred Three and No/100ths (\$703.00) Dollars or more on the 1st day of August in 99 and seven Hundred Three and No/100ths (\$703.00) Dollars or more on the 1st day of August in 00.

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

TRUST DEED



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UNOFFICIAL COPY

1. Mortgagor shall (a) promptly repair, replace or rebuild any building 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 mechanics' 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 the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor 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 dates 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 hereinafter required of Mortgagor 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 thereof, or redeem 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 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 post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity 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 Mortgagor.

5. The Trustee or the holders of the note hereby secured making any payment authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured 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. Mortgagor 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 Mortgagor, 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 covenant of the Mortgagor 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. 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 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 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 payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note 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 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 proceeding, 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, 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 the sale, without notice, without regard to the solvency or insolvency of Mortgagor 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 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, 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 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 at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing this 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 or putting 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 been 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 resign 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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payments of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this 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 releasing 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 Trustee Act of the State of Illinois shall be applicable to this trust deed.

17. That in the event the ownership of said property or any part thereof becomes vested in anyone other than the mortgagor, the lender's principal shall be the indebtedness then owing on the Note referred to herein shall be paid by the mortgagor or his heirs, legal representatives or assigns.

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.

CHICAGO TITLE AND TRUST COMPANY, Trustee. Assistant Secretary / Assistant Vice President

MAIL TO: E. H. Glick, Glick and Schwartz, 200 E. Randolph Drive, Suite 6900, Chicago, Illinois 60601

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

Handwritten notes and signatures at the bottom right of the page.