



TRUST DEED

3933282

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 14 1990, between ROBERT J. NOVAK and CAROL NOVAK, his Wife, and JODI ANN NOVAK, single never before married, woman

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

Sixty Three Thousand and no/100 (\$63,000.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 15, 1990 on the balance of principal remaining from time to time unpaid at the rate of 9-3/4 per cent per annum in instalments (including principal and interest) as follows:

Five Hundred Forty One and 27/100----- Dollars or more on the 1st day of February 1991 and Five Hundred Forty One and 27/100----- 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 August, 1998. 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; and all of said principal and interest being made payable at such banking house or trust company in Fort Meyers, Florida 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 Kenneth L. Cobe, 14770 Eagle Ridge Drive, Ft. Meyers, FL 33912

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 Wheeling COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Legal Description attached hereto and made a part hereof.

ITEM 1.

UNIT 231 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 8th day of September 19 72, as Document Number 2646925

ITEM 2.

An Undivided 2.107311% Interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of LOT ONE (1), in "Sandpebble Walk", being a Subdivision in the Southeast Quarter (1/4) of the Southeast Quarter (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 Northeast corner of said Lot 1 in Sandpebble Walk, said corner being the intersection of the North line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section 15, with the West line of the East 330.0 feet of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section 15; thence South 00 degrees, 04 minutes, 17 seconds West along the East line of said Lot 1, a distance of 132.90 feet; thence North 39 degrees 53 minutes 43 seconds West 23.66 feet to the point of beginning of the parcel to be described; thence South 33 degrees, 49 minutes 24 seconds West, 108.26 feet; thence South 36 degrees, 18 minutes, 59 seconds East, 101.50 feet; thence South 53 degrees, 41 minutes, 01 seconds West, 64.33 feet; thence North 36 degrees, 13 minutes, 59 seconds West, 119.34 feet; thence North 76 degrees, 06 minutes, 52 seconds West, 72.33 feet; thence North 13 degrees, 49 minutes, 32 seconds East, 64.33 feet; thence South 76 degrees, 10 minutes, 28 seconds East, 69.92 feet; thence North 33 degrees, 49 minutes 24 seconds East, 106.58 feet; thence South 36 degrees, 10 minutes, 36 seconds East, 64.33 feet to the point of beginning.

this trust deed) are incorporated herein by reference and are a part hereof and shall be deemed to be a part hereof, their heirs, successors and assigns.

WITNESS the hand S and seal S of Mortgagors the day and year first above written.

ROBERT J. NOVAK

JODI ANN NOVAK

CAROL NOVAK

STATE OF ILLINOIS,

I, the undersigned,

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert J. Novak, and Carol Novak, his Wife, and Jodi Ann Novak, single never before married woman

who are personally known to me to be the same persons whose name S 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.

OFFICIAL SEAL OF WILLIAM J. DUFFY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/4/91

Notary Public under my hand and Notarial Seal this 14 day of December 1990

William J. Duffy Notary Public

Notarial Seal

NOTE IDENTIFIED

3933282

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UNOFFICIAL COPY

Notarial Seal

NOTARY PUBLIC, STATE OF ILLINOIS
 WILLIAM J. DUFFY
 MY COMMISSION EXPIRES 2/4/91
 signed, sealed and delivered the said instrument as their free and
 subscribed to the instrument, appeared before me this day in person and acknowledged that
 who are personally known to me to be the same persons whose name is
 and Jodi Ann Novak, single never before married woman
 that Robert J. Novak, and Carol Novak, his wife,
 a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY
 I, the undersigned,
 STATE OF ILLINOIS,
 County of Cook

ROBERT J. NOVAK
 JODI ANN NOVAK
 CAROL NOVAK
 (SEAL) (SEAL) (SEAL)

WITNESS the hand and seal of Mortgagors the day and year first above written.
 successors and assigns.
 This trust deed is incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs,
 This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of
 said rights and benefits the mortgagors do hereby expressly release and waive.
 TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and
 the real estate.
 equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of
 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,
 conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilating (including without restriction, air
 estate and not secondarily) and all apparatus, equipment or articles now or hereafter placed in the premises for the use of the mortgagors, their heirs,
 (including but not limited to) improvements, tenements, easements, fixtures, and appurtenances thereto, including, and all rents, issues and profits
 which, with the property hereinafter described, is referred to herein as the premises.
 Mt. Prospect, Illinois 60056
 115 S. Emerson St.
 John C. Haas, Attorney at Law

Permanent Index Number: 03-15-402-019-1037
 Property Address: 1425 Sandpiper Dr., Unit 231, Wheeling, Illinois
 This instrument prepared by: John C. Haas, Attorney at Law

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest
 from December 15, 1990 on the balance of principal remaining from time to time unpaid at the rate
 of _____ day
 more on
 principal
 and the
 character
 or trust
 to time,
 70
 to by these
 Mortgagors
 with the
 N.T.Y. OF

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in
 Chicago, Illinois, herein referred to as TRUSTEE, witnesseseth:
 THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instrument Note hereinafter described, said
 legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
 Sixty Three Thousand and no/100 (\$63,000.00) ----- Dollars,
 evidenced by one certain Instrument Note of the Mortgagors of even date herewith, made payable to THE ORDER OF
 BEARER

THIS INSTRUMENT, made December 14 1990, between ROBERT J. NOVAK and CAROL
 NOVAK, his wife, and JODI ANN NOVAK, single never before married,
 woman

THE ABOVE SPACE FOR RECORDER'S USE ONLY

CTTC 7



TRUST DEED

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NOTE IDENTIFIED

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 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. 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 holder 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 hereinbefore 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 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 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 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. 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 covenant 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. 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 charges 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 holders 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 in 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 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 sale, without notice, without regard to the solvency or insolvency of Mortgagors 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 such 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 hereof 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, and 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 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 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 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 Trustees Act" of the State of Illinois shall be applicable to this trust deed.

17. See Rider attached hereto and made a part hereof.

9933283

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

Identification No. 730852
CHICAGO TITLE AND TRUST COMPANY,
Trustee,
By Frederick O. Eber
Assistant Secretary/Assistant Vice President

MAIL TO: John C. Haas
115 South Emerson Street
Mount Prospect, Illinois 60056

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

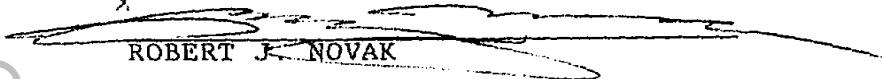
FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1425 Sandpebble Drive,
Unit 231
Wheeling, Illinois 60090

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED MADE BY ROBERT J. NOVAK AND CAROL NOVAK, HIS WIFE, AND JODI ANN NOVAK, SINGLE NEVER BEFORE MARRIED, TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

18. This Trust Deed is being executed by CAROL NOVAK for the sole purpose of waiving any homestead or marital rights she may have in the real estate.

19. In the event the undersigned transfers the title or any part thereof or any legal interest therein, or executes Articles of Agreement for Deed for the property described in this Trust Deed, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held, to any person or entity other than the undersigned, or a corporate land trustee holding title solely for the benefit of the undersigned, the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable upon demand by the holder of the Note secured by this Trust Deed, and the undersigned promises to pay the same forthwith.

x

ROBERT J. NOVAK

x

CAROL NOVAK

x

JODI ANN NOVAK

20220505

20220505

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Property of Cook County Clerk's Office

1464968 / 2

IN DUPLICATE

3933282

Submitted by _____

Address _____

City _____

State _____

Zip _____

Phone _____

Case No. _____

Date _____

Case Name _____

Case Description _____

Case Status _____

Case Type _____

Case Fee _____

Case Date _____

Case Time _____

Case Location _____

Case Contact _____

Case Email _____

Case Phone _____

Case Fax _____

Case Website _____

Case Address _____

Case City _____

Case State _____

Case Zip _____

Case Phone _____

Case Fax _____

Case Website _____

Case Address _____

Case City _____

Case State _____

Case Zip _____

Case Phone _____

Case Fax _____

Case Website _____

3933282

ATTORNEY'S TITLE
GUARANTY FUND, INC.
29 S. LASALLE 5th FLOOR
CHICAGO, IL 60603
312-372-8361

3933282