

UNOFFICIAL COPY

767292

LEGAL DESCRIPTION OF 8256 N. ELMORE, NILES, ILLINOIS

The following described property in Cook County,
Illinois:

Lot Twelve (12) in Block Four (4), in Oakton Manor First Addition, being a Subdivision of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 24, Town 41 North, Range 12 East of the Third Principal Meridian (excepting therefrom the following described Tract: Beginning at a point in the North Line of the Southwest Quarter (1/4) of said Section 24, said point 166.65 feet West of the East Line of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section 24; thence West along said North Line 333.30 feet; thence South in a straight Line 1325.80 feet more or less, to a point in the South Line of the North Half (1/2) of the Southwest Quarter (1/4) of said Section 24; thence East along said South Line 333.27 feet to a point, said point being 166.63 feet West of the East Line of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section 24; thence North in a straight Line 1326.20 feet more or less to the point of beginning, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, as Document Number 1436658.

3974981

Cook County Clerk's Office

UNOFFICIAL COPY

2011-01-01

STATE OF ILLINOIS
COUNTY OF COOK

CLERK OF THE CIRCUIT COURT

Property of Cook County Clerk's Office

UNOFFICIAL COPY

NOTARIAL SEAL
LOUIS S. GREENBERG
NOTARY PUBLIC STATE OF ILLINOIS
AT COMMISSION EXP. FEB. 28, 1992
I, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JIM H. BIANCALANA and JUDIE BIANCALANA, his wife, who are personally known to me to be the same persons whose name appears 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 1st day of May 1991

STATE OF ILLINOIS, County of Cook
I, LOUISE S. GREENBERG, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JIM H. BIANCALANA and JUDIE BIANCALANA, his wife, who are personally known to me to be the same persons whose name appears 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 1st day of May 1991

WITNESS the hand and seal of Mortgagors the day and year first above written.
JIM H. BIANCALANA
JUDIE BIANCALANA

which, with the property hereinafter described, is referred to herein as the "premises," together with all improvements, tenements, 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 to a party with said real estate and not secondarily) and all 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 purpose, and upon the uses and conditions 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.

AND STATE OF ILLINOIS, to wit: in the Village of Niles, Cook, Illinois, living and doing business as a partnership, then at the office of the holder of the note in which this instrument is recorded, 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, to wit:
PIN 09-24-328-039-0000

two hundred eighty nine and 07/100 (\$289.07) Dollars or more on the 1st day of June 1991 and two hundred eighty nine and 07/100 (\$289.07) 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 May 2006. 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 twelve per annum, and all of said principal and interest being payable at such banking house or trust company in Park Ridge, 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 holder.

of nine (9) percent per annum (including principal and interest) as follows:
on the balance of principal remaining from time to time unpaid at the rate and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 1, 1991
evidenced by one certain installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BARBARA

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 twenty eight thousand five hundred and no/100 (\$28,500.00) Dollars,
THIS INSTRUMENT, made May 1, 1991, between JIM H. BIANCALANA and JUDIE BIANCALANA, his wife,

THIS ABOVE SPACE FOR RECORDER'S USE ONLY
TRUST DEED
161202
CTC 7

NOTE IDENTIFIED

18614981

UNOFFICIAL COPY

PLACE IN RECORDE'S OFFICE BOOK NUMBER

NOTES

5700 Old Orchard Rd., #201
Skokie, Illinois 60077

MAIL TO: Louise S. Greenfield
Berlin & Brande
5700 Old Orchard Rd., #201
Skokie, Illinois 60077

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

IMPORTANT!

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. **767292**

By **[Signature]**
Trustee

Chicago Title and Trust Company,
Assistant Secretary/Assistant Vice President

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

B256 N. Elmore
Skokie, Illinois

1. Mortgages shall be promptly reported to the lender by the holder of the note or mortgage in the event of any default, or in the event of any other event which may materially affect the value of the premises or the ability of the mortgagor to pay the note or mortgage. The lender shall have the right to require the mortgagor to provide such information in a form and manner as the lender may determine. If the mortgagor fails to provide such information, the lender may declare the note or mortgage in default and may take any action permitted by law. The mortgagor shall be deemed to have agreed to provide such information and to indemnify the lender from any loss or damage caused by its failure to do so.

2. Mortgages shall be promptly reported to the lender by the holder of the note or mortgage in the event of any default, or in the event of any other event which may materially affect the value of the premises or the ability of the mortgagor to pay the note or mortgage. The lender shall have the right to require the mortgagor to provide such information in a form and manner as the lender may determine. If the mortgagor fails to provide such information, the lender may declare the note or mortgage in default and may take any action permitted by law. The mortgagor shall be deemed to have agreed to provide such information and to indemnify the lender from any loss or damage caused by its failure to do so.

3. The Trustee or the holder of the note or mortgage shall be deemed to have agreed to provide such information and to indemnify the lender from any loss or damage caused by its failure to do so.

4. In case of default, the lender shall have the right to require the mortgagor to provide such information in a form and manner as the lender may determine. If the mortgagor fails to provide such information, the lender may declare the note or mortgage in default and may take any action permitted by law. The mortgagor shall be deemed to have agreed to provide such information and to indemnify the lender from any loss or damage caused by its failure to do so.

5. Mortgages shall be promptly reported to the lender by the holder of the note or mortgage in the event of any default, or in the event of any other event which may materially affect the value of the premises or the ability of the mortgagor to pay the note or mortgage. The lender shall have the right to require the mortgagor to provide such information in a form and manner as the lender may determine. If the mortgagor fails to provide such information, the lender may declare the note or mortgage in default and may take any action permitted by law. The mortgagor shall be deemed to have agreed to provide such information and to indemnify the lender from any loss or damage caused by its failure to do so.

6. Mortgages shall be promptly reported to the lender by the holder of the note or mortgage in the event of any default, or in the event of any other event which may materially affect the value of the premises or the ability of the mortgagor to pay the note or mortgage. The lender shall have the right to require the mortgagor to provide such information in a form and manner as the lender may determine. If the mortgagor fails to provide such information, the lender may declare the note or mortgage in default and may take any action permitted by law. The mortgagor shall be deemed to have agreed to provide such information and to indemnify the lender from any loss or damage caused by its failure to do so.

7. When the holder of the note or mortgage is a partnership, the lender shall have the right to require the partnership to provide such information in a form and manner as the lender may determine. If the partnership fails to provide such information, the lender may declare the note or mortgage in default and may take any action permitted by law. The partnership shall be deemed to have agreed to provide such information and to indemnify the lender from any loss or damage caused by its failure to do so.

8. The proceeds of any foreclosure sale of the premises shall be distributed in the following order of priority: First, an account of all costs and expenses incurred in the foreclosure process, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which are set forth in the terms hereof; and third, the principal and interest due on the note, with interest thereon as herein provided. If the proceeds are not sufficient to pay all of the items set forth in this order of priority, the lender shall have the right to foreclose on the note or mortgage in order to recover the balance of the debt.

9. Upon, or at any time after the filing of a bill to foreclose on the note or mortgage, the lender shall have the right to require the mortgagor to provide such information in a form and manner as the lender may determine. If the mortgagor fails to provide such information, the lender may declare the note or mortgage in default and may take any action permitted by law. The mortgagor shall be deemed to have agreed to provide such information and to indemnify the lender from any loss or damage caused by its failure to do so.

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 imposing same in an action at law upon the note hereby secured.

11. Trustee or the holder 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, or to ascertain whether the premises are owned by the mortgagor, or to execute any power herein given unless expressly obligated by the terms hereof, nor shall the Trustee be liable for any acts or omissions hereunder, except in case of its own gross negligence or inconsideration of that of the agents or employees of the Trustee, and it may require indemnification to it to be executed any power hereunder.

13. Trustee shall release the first deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all individuals secured by this trust deed have 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 hereof, produce and exhibit to Trustee the note, representing all individuals hereby secured, has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, this instrument shall be construed to mean "notes" when more than one note is used.

14. Trustee may assign 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 or Registrar of Titles of the county in which the premises hereon described are situated as maker thereof.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages 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 in effect when the release deed is issued. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

IN DUPLICATES

Berlin & Brande (LSE)
5700 Old Orchard Rd #201
Skokie, IL 60077

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS TRUST DEED