

62-69-580
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OCT 30

COOK COUNTY ILLINOIS
TRUST DEED
FILED FOR RECORD
OCT 30 '73 1 33 PM

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Richard H. Olson
RECORDED FOR DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 26, 1973, between

VANCE E. VORHEES, and CORINNE D. VORHEES, his wife

herein referred to as "Mortgagors," and
THE FIRST NATIONAL BANK and TRUST COMPANY OF BARRINGTON, a National
Banking Association doing business in Barrington, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT WHEREAS the Mortgagors are justly indebted to the legal holder or 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
Seventy Thousand and no/100-----Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from date
on the balance of principal remaining from time to time unpaid at the rate of
eight per cent per annum in instalments as follows: Seven Hundred Fifty Seven and 72/100-----

Dollars on the first day of January 1974 and Seven Hundred Fifty Seven and 72/100--

Dollars on the first day of each month thereafter until said note is fully paid except that the final pay-
ment of principal and interest, if not sooner paid, shall be due on the first day of December 1985.
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 seven per cent per annum, and all of said principal and interest being made payable at such
banking house or trust company in Barrington Illinois, as the holders of the note, may from time to time, in writing ap-
point, and in absence of such appointment, then at the office of The First National Bank and Trust Company of
in said City,

Barrington
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 COUNTY OF Cook AND STATE OF ILLINOIS.

to wit:
Lot 8 in Block 22 in Percy Wilson's Forest View Highlands Subdivision in Section 9,
Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County,
Illinois, ALSO Lots 9, 10, 11, 12, 13, 14, 15 and 16 in Block 22 in Percy Wilson's
Forest View Highlands Subdivision in the West half of Section 9, Township 42 North,
Range 10, East of the Third Principal Meridian, according to the plat thereof recorded
July 23, 1926, as Document 9349772, in Cook County, Illinois.

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which, with the property 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 thereon for
so long and during all such time as the Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate, and 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, doors
doors and windows, door coverings, ladder beds, 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 uses and terms
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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become
damaged or be destroyed; (2) 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; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to
within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of
law or municipal ordinances with respect to the premises and the use thereof; (5) 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 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 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 encum-
brances, 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
foreclosure 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mort-
gaged 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 the
rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on ac-
count of any default hereunder on the part of Mortgagors.

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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 official without liability into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or sale 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 immediately in whole or in part in the event of default in 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. 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, costs for documentary and direct evidence, stenographic 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, guarantee policies, Torrens certificates, and similar data and apparatus 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 the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy, 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 either 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 secured indebtedness to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or 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 shall have power to collect the rents, issues and profits of the premises and to receive the proceeds of the sale of the 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, with a filing and further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, as aforesaid, and other powers which may be necessary or proper in such cases for the protection, maintenance, control, management and operation of the premises, and 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 of any part of the indebtedness hereby secured hereby, or by any proceeding or trust deed, or any tax, special assessment or other lien which may be levied or come superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a 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 brought 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, 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 its 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 that the same may execute and deliver a release hereof to any person who shall request it, either before or after maturity hereof, and as to the release of the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. When a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed 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 executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note 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 as Trustee, the Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust and Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. In order to provide for the payment of taxes, the undersigned promise to pay monthly in addition to the above payments, one-twelfth of the annual real estate taxes as estimated by the holder of said note in such manner as to provide for the current year's tax obligation on the last day of each such year during the term of said obligation. As designated promises further to pay monthly a pro-rata share of all assessments, future hazard insurance premiums, and any other charges that may be levied against the property securing said indebtedness. If the amount estimated to be sufficient to pay said taxes, insurance, assessments, and other charges is not sufficient, the undersigned promise to pay the deficiency upon demand. It is agreed that all such payments may, at the option of the holder, (1) be held in trust by it without earnings for the payment of such taxes; (2) be carried in a borrower's tax and insurance account and withdrawn by the holder, or (3) be credited to the unpaid balance of said indebtedness as received; provided that the holder advances upon said obligation sums sufficient to pay said taxes, and the same accrue and become payable. If such sums are held in trust or carried in a borrower's tax and insurance account, the same are hereby pledged together with any other account of the undersigned with the holder to further secure said indebtedness and any collection of the latter is authorized to withdraw the same and apply hereon. The holder of said note is authorized to pay said items as charged or billed without further notice.

16. 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 words Mortgagors when used herein shall include all such persons and all persons liable in the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed.

17. The note secured hereby contains a provision that the borrower retain the privilege to prepay up to an amount which, together with the mandatory payments, will not exceed 20% of the original loan, during each loan year, non-accumulative, at par; and to pay, in addition to the above, the entire or any part of the unpaid principal balance at a premium of 3% during the first 3 years, 2% during the next year, and 1% thereafter. All prepayments are to be made on interest payment dates upon 30 days prior written notice.

Witness the hands and seals of Mortgagors the day and year first above written
Vance E. Vokhess (SEAL) Corinne D. Vokhess (SEAL)
Vance E. Vokhess (SEAL) Corinne D. Vokhess (SEAL)

STATE OF ILLINOIS } Glenn H. Schnadt
County of Cook } as a Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Vance E. Vokhess and Corinne D. Vokhess, his wife

who are personally known to me to be the same persons whose names are they
instrument, appeared before me this day in person and acknowledged that they
said instrument as their free and voluntary act, for the uses and purposes therein
lesse and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 26th day of October
My commission expires February 20, 1976

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.
The Instrument Note mentioned in the within Trust Deed has been identified herewith under identification No. 4099
The First National Bank and Trust Company of Barrington, Ill., as Trustee, by Glenn H. Schnadt, Vice President

D NAME The First National Bank and Trust
E STREET Company of Barrington
L 104 South Cook Street
I CITY Barrington, Illinois 60010
V
E
R
Y INSTRUCTIONS OR 533
RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1420 North Northwest Highway
Palatine, Illinois 60067
22 529 196

