

# UNOFFICIAL COPY

TRUST DEED—Short Form  
(Ins. and Receiver)

FORM No. 831  
JANUARY, 1968

GEORGE E. COLE\*  
LEGAL FORMS

22 704 086

MAY 2 - 63-03-578  
21- (2)

THIS INDENTURE, made this 18th day of April 19 74,

between HENRY CLESEN AND DOROTHY CLESEN, His Wife

of the Village of Glenview, County of Cook

and State of Illinois, Mortgagor.

and FIRST NATIONAL BANK OF SKOKIE, A National Banking Association

existing under the laws of the United States of America.

of the Village of Skokie, County of Cook

and State of Illinois, as Trustee,

WITNESSETH THAT WHEREAS, the said HENRY CLESEN AND DOROTHY CLESEN, His Wife

are justly indebted upon one installment principal note in

the sum of One Hundred and Twenty thousand and 00/100 (\$120,000.00) Dollars, ~~and~~

Payable as follows: One Thousand Two Hundred and Seventeen and 13/100 (\$1,217.13) Dollars on the 10th of August, A. D. 1974 and One Thousand Two Hundred and Seventeen and 13/100 (\$1,217.13) Dollars on the 10th day of each and every month thereafter until said principal sum and interest have been fully paid, each payment to be first applied to payment of interest and the balance on account of principal, providing that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 10th day of July 1989, which said monthly payments include

with interest at the rate of 9 per cent per annum, payable monthly, said Note



~~of said notes~~ bearing even date herewith and being payable to the order of FIRST NATIONAL BANK OF SKOKIE

at the office of FIRST NATIONAL BANK OF SKOKIE, SKOKIE, ILLINOIS

or such other place as the legal holder thereof may in writing appoint, in lawful money of the United States, and bearing interest after maturity at the rate of ~~xxxxxxx~~ the then highest legal rate of interest.

Each of said principal notes is identified by the certificate of the trustee appearing thereon.

NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by the said note evidenced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be performed, and also in consideration of the sum of ONE DOLLAR in hand paid, does CONVEY AND WARRANT unto the said-trustee and the trustee's successors in trust, the following described real estate situate in the

County of Cook and State of Illinois to wit:

22 704 086

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All that part of the South half of the Southwest quarter of Section 7, Township 41 North, Range 13, East of the Third Principal Meridian, lying Westerly of the right of way of the Chicago Milwaukee and St. Paul Railroad and Easterly of the center line of Waukegan Road (formerly known as North Branch Road) which is described as follows, to wit:

*Parcel 1*

Beginning at the Northeast corner of cement at the intersection of said Waukegan Road and Golf Road (also known as State Highway No. 53) as said ~~ROLLS~~ existed on November 23, 1965 which point is further identified as lying and being 20 feet East of the center

22 704 086

line of Waukegan Road as originally laid out and 13 feet South of the South line of the Southwest quarter of said section; running thence North along the East line of the cement on said Waukegan Road as it existed on November 23, 1965, which line is 20 feet East of and parallel to the center line of Waukegan Road as originally laid out for a distance of 200 feet to a point; thence East along a line parallel to the South line of said Southwest quarter for a distance of 200 feet; thence South along a line parallel to the center line of Waukegan Road as originally laid out for a distance of 200 feet to a point 13 feet South of the South line of said Southwest quarter, said point being on the North line of the cement on Golf Road as it existed on November 23, 1965; thence West along the North line of the cement of said Golf Road as it existed on November 23, 1965, being 13 feet South of and parallel to the South line of said Southwest quarter for a distance of 200 feet to the place of beginning, (except that portion taken by condemnation by the State of Illinois, Division of Highways, as shown in Case No. 65 L-15308 filed in the Circuit Court of Cook County, Illinois, and except that portion lying South of the South line of the Southwest quarter), in Cook County, Illinois\*\*

Permanent Tax No. 10-07-314-002

All that part of the South half of the South West Quarter of Section Seven (7), Township Forty-One (41) North, Range Thirteen (13), East of the Third Principal Meridian, lying Westerly of the right of way of the Chicago, Milwaukee and St. Paul Railroad, and Easterly of the center of the Waukegan Road (formerly known as North Branch Road) which is described as follows, to wit:

*Parcel 2*

Beginning in the East line of cement on Waukegan Road as said road existed on November 23, 1965 200 feet North of the Northeast corner of the cement at the intersection of Waukegan Road and Golf Road as said roads existed on November 23, 1965 which point is further identified as lying and being 20 feet East of the center line of Waukegan Road as originally laid out and 13 feet South of the South line of the South West Quarter of said Section; thence East 200 feet; thence South 200 feet to the North line of cement of said Golf Road as it existed on November 23, 1965, at a point 200 feet East of the Northeast corner described above; thence East along the North line of cement of said Golf Road as it existed on November 23, 1965 120 feet, thence North 237 feet, thence West 320 feet to the East line of cement of Waukegan Road as it existed on November 23, 1965; thence South along the East line of the cement of Waukegan Road as it existed on November 23, 1965 37 feet to the place of beginning, (except that portion taken by condemnation by the State of Illinois, Division of Highways, as shown in Case Number 65 L-15308 filed in the Circuit Court of Cook County, Illinois), in Cook County, Illinois.

22 704 086

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Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land, and all the estate, right, title and interest of the Mortgagor of, in and to said land, hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and purposes, and upon the trusts herein set forth.

And the Mortgagor does covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay all taxes and assessments levied on said premises as and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer no lien of mechanics or material men, or other claim, to attach to said premises; to pay all water taxes thereon as and when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon said premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or the legal holder of said note or notes, against loss or damage by fire for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with trustee as additional security hereunder and upon failure to so secure and deposit such insurance policies, said trustee or the trustee's successors in trust, or the legal holder of the note or notes, is hereby authorized to procure the same, and all moneys which may be advanced by said trustee or the trustee's successors in trust, or by the legal holder of said note or notes, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any manner protect the title or estate hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including attorneys' fees, shall with interest thereon at seven per cent per annum, become so much additional indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said trustee or the trustee's successors in trust, or the legal holder of said note or notes, to so advance or pay any such sums as aforesaid.

In the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any note or notes secured hereby, or in case of default in the payment of one of the installments of interest thereon, and such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable; such election being made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness, or any part thereof, or said trustee or the trustee's successors in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a complaint for that purpose, the court in which such complaint is filed, may at once and without notice appoint a receiver to take possession or charge of said premises free and clear of all homestead rights or interests, with power to collect the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disbursements and all the cost of such proceedings have been paid and out of the proceeds of any sale of said premises that may be made under such decree of foreclosure of this trust deed, there shall be paid, First: All the cost of such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, outlays for documentary evidence and costs of such abstract and examination of title, Second: All moneys advanced by the trustee or the trustee's successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorized in this trust deed, with interest on such advances at seven per cent per annum, Third: All the accrued interest remaining unpaid on the indebtedness hereby secured, Fourth: All of said principal sum remaining unpaid. The overplus of the proceeds of sale shall then be paid to the Mortgagor or to his legal representatives or assigns on reasonable request.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the Mortgagor's part, the Mortgagor hereby waives all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

AND THE Mortgagor further agrees that in case of a foreclosure decree and sale of said premises thereunder, all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note or notes herein described is protected by such policies.

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements herebefore made by the Mortgagor, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in trust to the Mortgagor upon receiving reasonable charge therefor, and in case of the death, resignation,

22 704 086

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or removal from said \_\_\_\_\_ County, or other inability to act of said trustee, when any action hereunder may be required by any person entitled thereto, then \_\_\_\_\_

hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said trustee.

"Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness, or any part thereof, or of said certificate of sale and all the covenants and agreements of the Mortgagor herein shall extend to and be binding upon Mortgagor's heirs, executors, administrators or other legal representatives and assigns.

Property of Cook County Clerk's Office

WITNESS the hand and seal of the Mortgagor, the day and year first above written

Henry Cleser (SEAL)

Janity Cleser (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

The note or notes mentioned in the within trust deed have been

identified herewith under Identification No. 3699

First National Bank of Skokie

By: [Signature]

Trustee [Signature]

22 704 086

22 704 086



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STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HENRY CLESEN AND DOROTHY CLESEN, His Wife 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, including the release and waiver of the right of homestead.

Witness my hand and notarial seal this 30th day of April, 1974



Francis J. Petrella  
Notary Public

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
MAY 2 1974 2 00 PM

William R. Olson  
RECORDER OF DEEDS  
\*22704086

Box 817

## Trust Deed

Insurance and Receiver,

HENRY CLESEN AND

DOROTHY CLESEN, His Wife  
TO

FIRST NATIONAL BANK OF SKOKIE

SKOKIE, ILLINOIS

ADDRESS OF PROPERTY:

N. E. Corner of Golf & Naukegan

Glenview, Illinois

MAIL TO:  
FIRST NATIONAL BANK OF SKOKIE  
8001 Lincoln Avenue  
Skokie, Illinois

GEORGE E. COLE\*  
LEGAL FORMS

END OF RECORDED DOCUMENT