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TRUST DEED—Short Form
(Ins. and Receiver)

FORM No. 831
JANUARY, 1962 22 799 609

GEORGE E. COLE
LEGAL FORMS

16-7
JUL 15 1974 65-27-550 R

THIS INDENTURE, made this 29th day of July, 1974

between DR. HUGO T. CUTRERA AND HELEN Z. CUTRERA, his wife

of the City of Park Ridge, County of Cook

and State of Illinois, Mortgagor,

and FIRST NATIONAL BANK OF SKOKIE, A National Banking Association organized and existing under the laws of the United States of America

of the Village of Skokie, County of Cook

an State of Illinois, as Trustee,

WITNESSETH THAT WHEREAS, the said DR. HUGO T. CUTRERA AND HELEN Z. CUTRERA,

his wife are Justly indebted upon one installment principal note in

the sum of Thirty Three Thousand and 00/100 (\$33,000.00) Dollars, due
Payable as follows: Two Hundred Ninety-One and 63/100 (\$291.63) Dollars on the 15th of September, A. D., 1974 and Two Hundred Ninety-One and 63/100 (\$291.63) Dollars on the 15th 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 15th day of August, A. D., 1994, which said monthly payments include

with interest at the rate of 8 3/4 per cent per annum, payable monthly, said Note

800

THIS INSTRUMENT WAS PREPARED BY
Dorothy Brauer
FIRST NATIONAL BANK OF SKOKIE
801 LINCOLN AVENUE
SKOKIE, ILLINOIS 60076

all 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 ~~eight and 3/4 per cent per annum~~ 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 endorsed, 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:

Unit No. 324 as delineated on Survey of the following described Parcel of Real Estate (hereinafter referred to as Parcel): The West 85 feet of Lots 1 and 2 and all of Lot 9 (except that part of the West 85 feet of Lot 2 and of said Lot 9 taken for widening of Talcott Road) in Owner's Partition of Lots 30, 31, 32 and 33 in County Clerk's Division in the North West 1/4 of Section 34, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit 'A' to Declaration made by Chicago Title and Trust Company, as Trustee under Trust No. 30100, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 20369822, together with an undivided 1.200% interest in said Parcel (excepting from said Parcel all the land, property and space comprising all the Units of said Property as defined and set forth in said Declaration and Survey) in Cook County, Illinois.

Mortgagors also hereby grant to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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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 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 mechanic 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 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, agreements, or in case of default in payment of any note or notes secured hereby, or in case of default in the payment of any 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 such 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 if it 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 hereinbefore 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,

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~~Successor trustee~~ ~~Successor~~ or other inability to act of said trustee, when any action hereunder may be required by any person entitled thereto, then **CHICAGO TITLE AND TRUST COMPANY CHICAGO, ILLINOIS**

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.

Parties of the first part, jointly and severally further covenant and agree:

1. That they will pay each month, in addition to the principal and interest, as the monthly payment, an amount equal to 1/12 of the annual taxes, and special assessment installments, if any, and premiums for insurance for fire and other hazards to protect the party of the second part, which sum is to be held by holder of Note to pay said items when due, and the party of the first part further agrees to secure said bills and deliver them to holder of Note; the holder of the Note shall not be obliged to obtain said bills; nor to advance any funds beyond those it holds, and it shall have sole discretion in their allocation and payment, and it shall have the right to pay bills for the above as rendered;
2. That they will not pay more than 20% of the original amount of the Note secured by this trust deed in any one year, computed from the anniversary date of the Note, unless a compensatory premium be paid holder of Note of 2% of the amount exceeding the above 20% when such prepayment is made, and this right shall not be cumulative; except if the prepayment results from the sale of property herein before described.
3. They will not sell the property herein conveyed nor make any conveyance of the title of said property, nor in any way effect a change of ownership while any part of the indebtedness secured hereby is not fully paid, and in the event they do so, such act shall cause the entire sum due holder of Note secured hereby shall then become due and payable at sole election of holder of Note.

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

Hugo J. Cutrera (SEAL)

Walter Z. Cutrera (SEAL)

_____ (SEAL)

_____ (SEAL)

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

identified herewith under Identification No. 5791

FIRST NATIONAL BANK OF SKOKIE

BY: Jennifer M. Patten

Trustee

Assistant Secretary

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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 DR. HUGO T. CUTRERA AND HELEN Z. CUTRERA, 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 the 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 July, 1974.

Susan K. Koepke
Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD
JUL 31 '74 1 51 PM

RECORDED BY DESK
#22799609

Trust Deed
Insurance and Receiver

DR. HUGO T. CUTRERA AND HELEN Z.

CUTRERA, his wife
TO

FIRST NATIONAL BANK OF SKOKIE
SKOKIE, ILLINOIS

ADDRESS OF PROPERTY:

2400 Talcott Road

Park Ridge, Illinois 60068

MAIL TO:
FIRST NATIONAL BANK OF SKOKIE
8001 Lincoln Avenue
Skokie, Illinois 60076

Doc 533

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT