

UNOFFICIAL COPY

TRUST DEED—Short Form
(Ins. and Receiver)

FORM No. 831
JANUARY 1968

22 05 137

GEORGE E. COLE
LEGAL FORMS

4-19

THIS INDENTURE made this 20th day of September 1974
 between ROBERT L. KRUSE AND CATHERINE J. KRUSE, His Wife
 of the City of Des Plaines County of Cook
 and State of Illinois Mortgagee
 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
 and State of Illinois as Trustee

WITNESSETH THAT WHEREAS the said ROBERT L. KRUSE AND CATHERINE J. KRUSE, His
 wife are justly indebted upon one installment
 the sum of Twelve Thousand and no/100-----(\$12,000.00)----- Dollars ~~xxx~~

Payable as follows: One Hundred Twenty-Three and 51/100 (\$123.51) Dollars on the 1st
 of November, A.D. 1974 and One Hundred Twenty-Three and 51/100 (\$123.51) Dollars on the
 1st 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 1st day of October,
 A.D., 1989, which said monthly payments include

~~xxxxxxx~~ interest at the rate of 9 1/4 percent per annum payable monthly, said note

700

~~xxxxxxx~~ 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.

~~xxxx~~ of said principal note is identified by the certificate of the trustee appearing thereon

NOW THEREFORE, the Mortgagee for the better securing of the said indebtedness as by the said note is
 defined, and the performance of the covenants and agreements herein contained on the Mortgagee's part to be per-
 formed, 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 ---Lot 28 in
 the Willows North being a Subdivision of part of the East half of the North half of the
 North half of the Southeast quarter of Section 20, Township 42 North, Range 12 East
 of the Third Principal Meridian, in Cook County, Illinois-----

22 05 137

THIS INSTRUMENT WAS FILED BY
 DEBI LA ROBEY
 FIRST NATIONAL BANK OF SKOKIE
 8001 LINCOLN AVENUE
 SKOKIE, ILLINOIS 60076

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Together with all the tenement, hereditament and appurtenances thereto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engine, boiler, furnaces, stoves, heating, air conditioning and lift and apparatus and all fixtures now or hereafter to be placed on any building now or hereafter founded on said land and all the right title and interest of the Mortgagee in and to said land hereby expressly reserved and we reserve all rights under and by virtue of the Homestead Exemption Law of the State of Illinois TO HAVE AND TO HOLD the same unto the said trustee and the trustee's heirs or assigns FOREVER for the use and purpose and upon the trust hereinafter set forth.

And the Mortgagee doth covenant and agree as follows: To pay and include due and the interest thereon here and hereinafter provided to pay all taxes and assessments levied on and premiums on and when the same shall become due and payable and to keep all buildings on any premises attached on and premises on good repair and to supply all pipes, machinery, or material upon or other claims for attachment and premises to pay all water taxes, thereon and when the same shall become due and payable and neither to do nor suffer to be done anything whereby the equity hereof or the value of said premises is in any way diminished or impaired, to keep all buildings, also to cause all improvements or additions thereto and all improvements thereon to be approved by the trustee or by the trustee's successor in office or by the trustee's successor in office or by the trustee or by the trustee's successor in office and to cause all improvements on buildings to be made and to be made in a proper and prudent manner and to cause all improvements on buildings to be made and to be made in a proper and prudent manner and to cause all improvements on buildings to be made and to be made in a proper and prudent manner and to cause all improvements on buildings to be made and to be made in a proper and prudent manner.

In the event of breach of any of the covenants and agreements herein contained or in case of default in payment of any note or notes hereon, or in case of default in payment of any or of the installment of interest thereon, and such default shall continue for thirty (30) days after which a default becomes due and payable then at the election of the beneficiary and not in favor of any of the parties herein named, 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 mortgage or any party thereof or said trustee or the trustee's successor in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a complaint for that purpose in the court in which such complaint is filed, to cause and without notice appoint a receiver to take possession or charge of said premises, free and clear of all bona fide rights or interests, with power to collect the rent, 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 and costs incurred in behalf of the plaintiff, including reasonable attorney's fees, outlays for documentary evidence, stenographers, charges, costs of procuring a complete abstract of title showing the whole title to said premises, including such foreclosure decree, shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be in addition to such 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, attorney's, 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 the 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 surplus 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 hereunder, 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

Property of Cook County, Illinois

22-15-1937

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XXXXXXXXXXXXXXXXXXXX

XXXXXX or other inability to act of said trustee, when any CHICAGO TITLE AND TRUST COMPANY CHICAGO, ILLINOIS

herby appointed and authorized in trust herein, with like power and authority as heretofore by said trustee.

Said 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 title and all the covenants and agreements of the Mortgage herein shall extend to and be binding upon Mortgagee'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 one 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. 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 the 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

Archie J. Jones (SEAL)
William J. Jones (SEAL)
(SEAL)
(SEAL)

22 653 137

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

identified herewith under Identification No. 3838

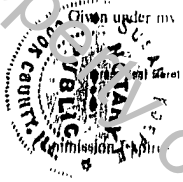
FIRST NATIONAL BANK OF SKOKIE

BY: *Walter R. Rosten*

Vice President Trustee

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 ROBERT L. KRUSE AND CATHERINE J. KRUSE, 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 and delivered the said instrument as their free and voluntary act for the use and purpose therein set forth including their release and waiver of the right of homestead.



COOK COUNTY CLERK
SEP 25 1974

22358137

Trust Deed
Insurance and Receiver

ROBERT L. KRUSE AND
CATHERINE J. KRUSE, His Wife
TO

FIRST NATIONAL BANK OF SIOKIE

SIOKIE, ILLINOIS

ADDRESS OF PROPERTY
3809 Joanne Drive
Glenview, IL

MADE TO
FIRST NATIONAL BANK OF SIOKIE
8001 LINCOLN AVENUE
SIOKIE, ILLINOIS 60076

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT