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TRUST DEED—Short Form
(Ins. and Receiver)

FORM No. 811
JANUARY 1968

GEORGE E. COLE
LEGAL FORMS

22 872 338

3 av. ch
U.F.

THIS INDENTURE, made this 12th day of September 1974
between HAROLD M. BRILL AND DE VERA B. BRILL, his wife
of the Village of Skokie 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
and State of Illinois as Trustee.

WITNESSETH THAT WHEREAS, the said HAROLD M. BRILL AND DE VERA B. BRILL, his wife
are justly indebted upon one installment principal note in
the sum of Thirteen Thousand and 00/100 (\$13,000.00) Dollars ~~XXX~~

payable as follows: One Hundred Twenty-Nine and 93/100 (\$129.93) Dollars on the 1st
of November, A. D., 1974 and One Hundred Twenty-Nine and 93/100 (\$129.93) 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

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

THIS INSTRUMENT WAS PREPARED BY
Dorothy Bruget
FIRST NATIONAL BANK OF SKOKIE
8001 LINCOLN AVENUE
SKOKIE, ILLINOIS 60076

~~all books and records~~ 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 ~~xxxxxx~~ 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 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 CONFIRM 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

The following is the legal description for the units
at Fountain Terrace; note the blanks to be completed with unit
number, percentage in common elements, and the Declaration
document no.:

Unit No. 20 as delineated upon Survey of the following
described parcel of real property ("Parcel"):

Lots 18, 19, and 20 in Galitz Subdivision of that part
of Lot 10 lying West of the North and South 1/4 Section
Line of the County Clerk's Division of part of Section
28, Township 41 North, Range 13, East of the Third
Principal Meridian, in Cook County, Illinois;

Which Survey is attached as Exhibit "A" to Declaration
Condominium Ownership made by the American National Bank
and Trust Company of Chicago, as Trustee under Trust Agree-
ment dated August 8, 1973 and known as Trust No. 3217E
and recorded in the office of the Recorder of Deeds of
Cook County, Illinois as document no. 22842 509 together
with an undivided 2.9 % interest in said Parcel (excepting
from said Parcel the property and space comprising all
of the units thereof as defined and set forth in said
Declaration and Survey), said Parcel being commonly known
as 5214 West Galitz Street, Skokie, Illinois.

OCT 09 63-42-579E 60120

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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 lighting 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 or 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 a 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 same 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 no 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, there 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,

22-872-33

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~~XXXXXXXXXXXXXXXXXXXX~~

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

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 title and all the covenants and agreements of
the Mortgagor herein shall extend to and be binding upon Mortgagor, their 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

Harold W. Brill (SEAL)

De Vera B. Brill (SEAL)

(SEAL)

(SEAL)

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

identified herewith under Identification No 3827
FIRST NATIONAL BANK OF SKOKIE
BY: *Leontine Porter*
Trustee

Assistant Secretary

22 872 300

Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY CLERK'S OFFICE

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY that HAROLD M. BRILL AND DE VERA B. BRILL, his wife

personally known to me to be the same persons who are subscribed to the foregoing instrument appeared before me the day in person and acknowledged that they executed 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

Given under my hand and notarial seal this 13th day of September 1974

(Notary Seal)
Notary Public

George E. Coley
Notary Public

Commission Expires 9, 1976

COOK COUNTY ILLINOIS
CLERK OF RECORD

Oct 9 '74 12 57 PM

22872338

Trust Deed
Insurance and Receiver

HAROLD M. BRILL AND

DE VERA B. BRILL, his wife

to

FIRST NATIONAL BANK OF SKOKIE

SKOKIE, ILLINOIS

ADDRESS OF PROPERTY

5214 Galitz Unit 20

Skokie, Illinois

MAIL TO

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

GEORGE E. COLEY
LEGAL FORMS

END OF RECORDED DOCUMENT