

UNOFFICIAL COPY

23 859 173

TRUST DEED

MAR 22 12 54 PM '77

RECORDER OF DEEDS

*23859173

THE ABOVE SPACE FOR RECORDERS USE ONLY

65-22-474H

THIS INSTRUMENT, made February 17, 1977 between

John E. Porta and Cynthia T. Porta, his wife

herein referred to as "Mortgagors," and LA SALLE NATIONAL BANK, a National Banking Association doing business in Chicago, 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 One Hundred Fifty Thousand and no/100-----\$150,000.00----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from disbursement date on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum in installments as follows: One Thousand, Two Hundred Seven and 86/100-----\$1,207.86-----or more-----

Dollars on the 1st day of June 1977 and One Thousand, Two Hundred Seven and 86/100-----\$1,207.86-----or more-----

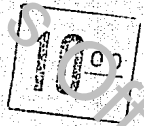
Dollars on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the st day of May 19 2002

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 installment unless paid when due shall bear interest at the highest lawful rate per annum after maturity whether by acceleration or otherwise, and all of said principal and interest being made payable at such banking house in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of La Salle National Bank in said City.

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

to wit: City of Kenilworth COUNTY OF Cook AND STATE OF ILLINOIS.

Lot 4 in Block 10 in Kenilworth (except that portion if any of said Lot 4 situated within the boundary lines of Skokie Ditch, so called) Township 42 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.



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 thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon, whether single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, door coverings, in-closets, 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 trusts 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.

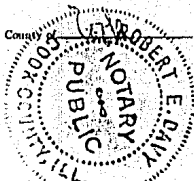
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

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

[SEAL] John E. Porta [SEAL]

[SEAL] Cynthia T. Porta [SEAL]

STATE OF ILLINOIS



I, Robert E. Parry, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John E. Porta and Cynthia T. Porta, his wife

who are 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.

GIVEN under my hand and Notarial Seal this 16th day of March, 1977 A. D. 1977

Robert E. Parry Notary Public.

23 859 173

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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 the lien hereof, and upon request exhibit satisfactory evidence on the discharge of such prior liens to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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. In the event of 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, by flood as provided under the national flood insurance program (NFIP).

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; and the Mortgagors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the right, but not the duty, to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee's action in this regard shall be conclusive as against the Mortgagors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit or as the holder or holders of the note may direct, either in reduction of the unpaid mortgage indebtedness or to the restoration or repair of the said premises.

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 encumbrances, if any, and purchase, discharge, compromise or settle any lien or other prior lien or title claim thereon, or redeem from any tax sale or forfeiture 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged 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, at such interest thereon at the highest lawful rate per annum, in favor of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note may, but need not, be deemed to be making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or the like.

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, if unpaid indebtedness secured by this Trust Deed, notwithstanding anything in the note or in this Trust Deed to the contrary, shall be deemed to be in default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days after the performance of any other agreement of the Mortgagors herein contained.

7. In case of default herein the Mortgagors waive all right to the possession, income and rents of said premises (including accrued and unpaid income and rents) and thereupon it shall be lawful for the Trustee or holders of the note and it is hereby expressly authorized and empowered to enter into and upon and take possession of the premises hereby conveyed, to lease the same, to sell the same, to execute all the terms, issues and profits thereof (accrued or otherwise), and apply the same, less the necessary expenses for the collection thereof, for the care and preservation of said premises, including any such expense as the payment of Trustee's fees, insurance premiums, taxes, assessments and water charges, to reduction of said indebtedness; and that when the indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the note or Trustee hereof shall have the right to foreclose the lien hereof, and 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 attorney's fees, Trustee's fees, appraisers' fees, and costs for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after notice of the decree) of procuring all such abstracts of title, title searches and examinations, insurance policies, Totten certificates, and similar data and assurances 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 holders of any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenses and expenses of the estate in the foregoing proceedings shall be borne by the Mortgagors, and shall be paid by them immediately and in full, and payable, with interest thereon at the highest lawful rate per annum when said or incurred by Trustee or holders of the note in connection with (a) any proceeding, including any such suit, to foreclose the lien hereof, or (b) any proceeding, including any such suit, to foreclose the lien hereof after accrual of such debt, whether 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 paid 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 additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time 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 may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said 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 a default or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issue and profits, and all other powers which may be necessary or are usual in the course of the protection, possession, control, management and operation of the premises during 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 in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become 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 sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense that would not be good and available to the party interposing the same in an action at law upon the note hereby secured.

11. In the event the Mortgagors sell or dispose of the mortgaged premises by Deed or by Agreement for Deed, now and without notice or demand, the entire principal balance unpaid as of the date of such sale or disposition shall become immediately due and payable at the time of payment provided for in the Note.

12. 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. Trustee has no duty to examine the title, location, existence, or condition of the premises or inquire into the validity of the signatures, or the identity, capacity or authority, of any of the Mortgagors, nor shall Trustee be obligated to retrace this Trust Deed or to correct this Trust Deed or to correct any error 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 the 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 hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid and the Mortgagors may execute and deliver a release hereof to and at the request of any person who shall, after notice or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representative in Trustee may accept as true without inquiry. Such release shall have the force and effect of a release of the Mortgagors from all indebtedness secured hereby, and any note which bears an identification number purporting to be placed thereon by a bona fide holder of the note 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 Trustee and it has never placed an identification number upon the note described herein, it may accept as the note herein described any note which may be presented and 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 Trust Deed shall have been filed in full. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Clerk of the county in which the premises are situated shall be Successor Trustee. Any Successor Trustee 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. 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 word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed. This Trust Deed shall further stand as security for any other obligation, now existing or hereafter created, of the undersigned or either of them, to the holder hereof.

16. LA SALLE NATIONAL BANK, personally, may buy, sell, own and hold the note or any interest therein, before or after maturity, and whether or not in default; and said Bank as a holder of the note or any interest therein and every subsequent holder shall be entitled to all the same security and to all the same rights and remedies as are in this Trust Deed given to the holders of the note, with like effect as if said Bank were not the Trustee under this Trust Deed; and a merger of the interest of said Bank as a holder of the note and as Trustee hereunder shall be deemed to occur at any time. Any actions or remedies provided in this Trust Deed to be taken by the Trustee or the holders of the note may be taken or had jointly by the Trustee and any holder of the note.

17. Mortgagor agrees that, in order to more fully protect the security of this Trust Deed, Mortgagor will deposit with the holder of the note, on the first day of each month, one-twelfth of the amount (as estimated by the holder of the note) which will be sufficient to pay taxes, special assessments, and other charges on the real estate that will become due and payable during the ensuing year. The holder of the note shall hold such monthly deposits in trust, without any allowance of interest, and shall use such fund for the payment of such items when the same are due and payable. If, at any time, the fund so held by the holder of the note is insufficient to pay any such item when the same shall become due, the holder of the note shall advise Mortgagor of the deficiency and Mortgagor shall, within ten days after receipt of such notice, deposit with the holder of the note such additional funds as may be necessary to pay such items. Failure to make any deposit when and for the purpose herein provided shall constitute a default by Mortgagor. The holder of the note may, at its option, apply any money in the fund on any of the mortgage obligations and in such order and manner as it may elect. On full payment of the mortgage debt any unneeded portion of the fund shall be paid over to the owner. On prepayment of the debt, any amount in the fund shall be credited on the indebtedness. Transfer of legal title to the mortgaged real estate shall automatically transfer to the new owner the beneficial interest in the fund.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE LA SALLE NATIONAL BANK, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 81969

LA SALLE NATIONAL BANK, as Trustee

By [Signature] Assistant Secretary, Vice-President PREPARED BY

DELIVERY INSTRUCTIONS

LA SALLE NATIONAL BANK Real Estate Loan Department 135 South La Salle Street Chicago, Illinois 60609

THIS INSTRUMENT PREPARED BY: LA SALLE NATIONAL BANK 135 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60603 REAL ESTATE LOAN DEPARTMENT

OR

RECORDERS' OFFICE BOX NUMBER 1309

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF THE ABOVE DESCRIBED PROPERTY HERE