

UNOFFICIAL COPY

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TRUST DEED

1978 MAY 31 AM 11:58

THE ABOVE SPACE FOR RECORDER'S USE ONLY

10.00

THIS INSTRUMENT, made May 27,

19 78, between

Betsy L. Bartley

herein referred to as "Mortgagors," and
NORTHWEST COMMERCE BANK

an Illinois corporation doing business in Rosemont, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described,
said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Seven thousand, Eight hundred, Twenty-Six and 04/100 Dollars,

evidenced by one certain Installment Note of even date herewith, made payable to NORTHWEST COMMERCE

Bank, dated May 27, 1978, delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from
Eleven Point Five per cent per annum on the balance of principal remaining from time to time unpaid at the rate of

Dollars on the 15th day of July 19 78 and Two Hundred, Seventeen and 39/100

Dollars on the 15th day of each month thereafter until said note is fully paid except that the final pay-
ment of principal and interest, if not sooner paid, shall be due on the 15th day of June, 1981

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal bal-
ance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the
rate of per cent per annum, and all of said principal and interest being made payable at such banking house or trust company
in Cook County, 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 NORTHWEST COMMERCE BANK in Rosemont, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provi-
sions and limitations of this trust deed, and the performance of the covenants and conditions 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 COUNTY OF COOK AND STATE OF ILLINOIS,
to wit:

Parcel I:

Unit 4, Area 71, Lot 1 in Barrington Square Unit No. 4, being a subdivision of parts
of the Northwest 1/4 of Section 7 and the West 1/2 of the Northwest 1/4 of Section 8,
all in Township 41 North, Range 10, East of the Third Principal Meridian, recorded in
the Office of the Recorder of Deeds on January 4, 1973 as Document 22,176,472 in Cook
County, Illinois.

Parcel II:

Easements appurtenant to the above described real estate as defined in Declaration
recorded June 8, 1970 as Document 21,178,177 and as defined in Declaration of Inclusion
recorded May 15, 1973 as Document 22,326,110 and as created by Deed from KB Barrington
Homes Inc. to Arthur R. Fietze, Jr. and Gaife M. Fietze, his wife, dated March 1, 1974
recorded March 4, 1974 as Document 22,643,527 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, not sec-
ondarily), and all apparatus, equipment or articles now or hereafter thereto or thereon used to supply heat, gas, air conditioning, water, light, power,
refrigeration (whether single unit or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm
doors and windows, floor coverings, inlaid beds, 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
in 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] *Betsy L. Bartley* [SEAL]

[SEAL] [SEAL]

STATE OF ILLINOIS

I, Janice M. Masura

am a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Betsy L. Bartley

County of Cook

who is personally known to me to be the same person whose name is in the foregoing in-
strument, appeared before me this day in person and acknowledged that she executed the same and delivered the
said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the re-
lease and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 27th day of May, A. D. 1978

Notary Public Seal: J. M. Masura, Notary Public, Cook County, Illinois

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 noxious or other liens or claims for lien not expressly subordinated to the lien hereof; (3) lay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon such indebtedness pay the principal of such debt and the interest thereon to the holders of the note; (4) comply 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. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may incur to collect.

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 as compasses satisfactory to the holders of the note under insurance policies payable in case of loss or damage, in 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.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore 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 tax lien or other lien or claim thereon, or refrain from any tax sale or forfeiture affecting said premises or receive any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' 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 and with interest thereon at the rate of seven per cent per annum. In action 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 hereby assumed making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate provided from the appropriate public officer without liability into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgagors shall pay each term of indebtedness herein mentioned, with principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all such indebtedness secured by this Trust Deed shall be outstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default or defaulting payment of any installment of principal or interest on the note; (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, if any, 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 incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documents, an expert evidence, geographers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) (including all such abstracts of title, title searches and examinations, grantor's policy, Torrens certificates, and similar data and insurance with respect to title) and Trustee or holders of the note may do so to be reasonably necessary either to prosecute such suit or to receive to bidders at any sale which may be held pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of seven per cent per annum when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including protest and bankruptcy proceedings, to which any of them shall be a party, either as plaintiff, claimant or defendant, in a trust deed or any indebtedness hereby secured, or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) proceedings 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 applied 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, which indebtedness is herein provided; third, all principal and interest remaining on the note; fourth, any moneys due to Mortgagors, the holder or legal representative or assigns, of 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 to receive and hold the premises. Such appointment may be made either before or after sale, without notice, with or without the consent of the Mortgagors or holders of the note. The receiver may be appointed as such receiver and shall have power to collect the rents 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 redemption or not, as well as during any further time when Mortgagors, either by the intervention of such receiver, should be entitled to collect such rents and profits; and all other moneys which may be necessary or are used in such cases for the protection, preservation, removal, encumbrance 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 of his hands in payment in whole or in part of (a) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any other 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; (b) the deficiency in case of a sale and deficiency; (c) an account for the enforcement of the lien or of any claim hereon; and (d) any other purpose which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

10. An action for the enforcement of the lien or of any claim hereon shall be subject to any decree which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

11. 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.

12. Trustee has no duty to examine the title, location, extent, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given, unless expressly obligated by the terms of the note or by the terms of any deed or other instrument, or in case of its own gross negligence or misconduct or that of the agents or servants 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 thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release thereon at the request of any person who shall, either before or after maturity of the note, and who is a Trustee of the note, or a holder of the note, or a person who has been designated as such representative of Trustee, and may accept as such without inquiry. Where a release is requested of a successor trustee, such as a successor trustee may accept as the grantor hereof herein defined, any new certificate of identification purporting to be executed by the person or persons designated as the makers thereof, and who the release is requested of the original trustee and it has been executed a certificate on any instrument identifying such as the new owner and hereon, it may accept as the grantor hereof herein designated and the note which may be executed and which purports to be executed by the persons herein designated as makers hereof.

14. Trustee to give any instrument in writing filed in the office of the Recorder of Titles in which this instrument shall have been recorded or filed. In case of the recorder's liability to the holder of the note or the holder of the note of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the same rights, 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 all persons and all persons claiming under or through Mortgagors, and the said Mortgagors when and between shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. The Installment Note hereby secured is subject to payment in the manner and upon the conditions set forth in said note.

MAN TO

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE TO THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE AS SAID HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. NORTHWEST COMMERCE BANK as Trustee.

NAME: "THIS INSTRUMENT WAS PREPARED BY"
STREET: Northwest Commerce Bank
CITY: 9797 W. Higgins, Rosemont, Illinois 60018
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT