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TRUST DEED

COOK COUNTY ILLINOIS
FILED FOR RECORD

24 489 504

JUN 14 1978 9 00 AM

RECORDED BY DEEDS

24489504

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, made June 2, 1978, between

Cary B. Retlin and Kristin B. Retlin, 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

Sixty Thousand and No/100 - - - - - \$60,000.00 - - - - - 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 of the balance of principal remaining from time to time unpaid at the rate of 9 per cent per annum in installments as follows:

Five Hundred Three and 52/100 - - - - - \$503.52 - - - - - or more - - - - -

Dollars on the 1st day of August 1978 and

Five Hundred Three and 52/100 - - - - - \$503.52 - - - - - 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 1st day of July, 2003

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

COUNTY OF

AND STATE OF ILLINOIS,

to wit:

Village of Western Springs

Cook

Lot 34 in Block 17 in Western Springs Resubdivision of Part of East Hinsdale, Being a Subdivision of the East 1/2 and that Part of the East 1/2 of the South West 1/4 Lying North of Chicago, Burlington and Quincy Railroad of Section 6, Township 38 North, Range 12 East of the Third Principal Meridian Together With so Much of Section 31 and Section 32, Township 39 North, Range 12 East of the Third Principal Meridian Lying South of Chicago and Naperville Highway and West of the East Line of Said Section 6 Produced North of Said Highway, in Cook County, Ill.



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 items or generally 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, floor coverings, in-a-door 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 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] Cary B. Retlin [SEAL]
[SEAL] Kristin B. Retlin [SEAL]

STATE OF ILLINOIS }
County of Cook } I, Cheryl A. Schlobover, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Cary B. Retlin and Kristin B. Retlin, His Wife

who are personally known to me to be the same persons whose names are in said Instrument, appeared before me this day in person and acknowledged that they said Instrument as their free and voluntary act, for the uses and purposes therein expressed and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 7th day of June 1978
Cheryl A. Schlobover
My Commission Expires 10/24/81

24 489 504

UNOFFICIAL COPY

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

- 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 mechanics' 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 of the discharge of such prior liens to Trustee or to 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.
- 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 desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind-storm under policies provided for by the mortgage companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance 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.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter 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 prior lien or title or claim thereon, or redeem from any tax sale or foreclosure 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 attorneys' fees, and other expenses advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for the same and attorneys' fees, and disbursements made by Trustee for the same, shall be a first charge and lien on the premises and shall become immediately due and payable without notice and with interest thereon at the highest lawful rate per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account to any default hereunder on the part of Mortgagors.
- 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 presented 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 title or claim therefor.
- 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, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, be deemed to be in default for the purpose of making payment of any installment of principal or interest on the note, or (b) when default shall occur or be deemed to occur for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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 the holders of the note and Trustee shall, without notice, take all such actions in and about the premises as they may see fit to take, and shall be deemed to have collected and received all the rents, 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 other charges, to a reduction of said indebtedness; and thereafter all moneys so received shall become due, whether by acceleration or otherwise, to the holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit 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 attorneys' fees, appraisers' fees, courtiers' fees, court costs, costs for documentary and expert evidence, attorneys' charges, publication costs and costs (which may be estimated as to value) to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee similar documents and statements with respect to title to Trustee or holders of the note may deem to be reasonably necessary and all other powers which may be necessary to prosecute such suit or to evidence to holders of the note or Trustee at any sale which may be had pursuant to such decree the true condition of the title to the value of the premises. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable to the holders of the note and Trustee, and shall be secured by the lien of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) proceedings 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 enforcement of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 become secured hereby; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- Trustee, 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 the commencement of the foreclosure proceedings, and the receiver so appointed shall have the power to collect, receive, accumulate and apply 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 term of the note, as well as during any further interest in the premises. The receiver so appointed shall have the power to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for 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 of the note or in part of it. 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.
- No action for the enforcement of the lien on or any proceeds hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the note hereby secured.
- In the event the Mortgagors sell or dispose of the mortgaged premises by Deed or by Agreement for Deed, then 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 place of payment provided for in the Note.
- Trustee or the holders of 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 to inquire into the validity of the signatures, or the identity, capacity or authority of Mortgagors, nor shall Trustee be required to execute or return a bill to foreclose or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions by him or her, 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.
- Trustee shall release this Trust Deed and the lien thereof by power 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 hereof to and to the use of the person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, and which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept the note herein described any note which bears an identification number corresponding to be placed thereon by a prior trustee hereunder or which contains the identification number contained in 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 original 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.
- 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 recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 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 or 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 obligations, now existing or hereafter created, of the undersigned or either of them, to the holder hereof.
- 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 assignee or transferee shall be entitled to all the same rights and remedies as are in this Trust Deed given to the holders of the note, with the effect as if said Bank were not the Trustee hereof in this Trust Deed; and no 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 action 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.
- Mortgagors agree that, in order to more fully protect the security of this Trust Deed, Mortgagors 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 necessary to pay taxes, special assessments, and other charges on the real estate that will become due and payable during the coming year. The holder of the note shall hold such monthly deposits in trust, without any allowance of interest, and shall use such funds 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 Mortgagors of the deficiency and Mortgagors 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 due shall be a breach of the mortgage. If at any time there is default in any of the provisions of this mortgage the holder of the note or he or his agent or any other person shall have the right to apply any money in the fund on any of the mortgage obligations and in such order and manner as it may direct. On full payment of the mortgage debt any unexpended 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. Trustee of legal title to the mortgaged real estate shall automatically transfer to the new owner the beneficial interest in the fund.

24 489 504

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.

DELIVERY INSTRUCTIONS
LA SALLE NATIONAL BANK
Real Estate Loan Department
135 South La Salle Street
Chicago, Illinois 60609
OR
RECORDERS' OFFICE BOX NUMBER 1209
FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF THE ABOVE DESCRIBED PROPERTY HERE

The Installment Note mentioned in the within Trust Deed has been identified hereunder under Identification No. 82324
LA SALLE NATIONAL BANK, as Trustee.
By J. H. Legal
Assistant Secretary.
PREPARED BY
Helen Ferric
THIS INSTRUMENT PREPARED BY:
LA SALLE NATIONAL BANK
135 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60603
REAL ESTATE LOAN DEPARTMENT