

UNOFFICIAL COPY

TRUST DEED

THIS INDENTURE WITNESSETH that the Grantors, S Peter D. Kviesitis and Patience A. Kramer, a/k/a Peter D. Kramer and Patience A. Kramer, his wife, in joint tenancy

24643600

of Wilmette in the County of Cook State of Illinois for and in consideration of the sum of \$ Nineteen Thousand and no/100 (\$19,000.00)

in hand paid, CONVEY and WARRANT to Bank of Naperville, Trustee an Illinois Banking Corporation

Naperuille in the County of DuPage in the State of Illinois

and to its Successors in Trust hereinafter named, the following described Estate, with all buildings and improvements now and hereafter erected or located thereon, including plumbing, heating, lighting, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, including all rents, issues, and profits of said premises, situated in the County of DuPage and State of Illinois to-wit:

The West 40 feet of Lot 5 in Block 4 in McDaniel's Addition to Wilmette, sub-division of Lots 1 to 9 in Baxter's Subdivision of the South Section Quilmette Reservation, in Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Whereby releasing and waiving all rights in or and by virtue of the Homestead Exemption Laws of the State of Illinois IN TRUST, nevertheless, for the purpose of securing the performance of the covenants and agreements herein WHEREAS, the Grantors, S Peter D. Kviesitis and Patience A. Kviesitis, a/k/a Peter D. Kramer and Patience A. Kramer, his wife, in joint tenancy Justly indebted upon their Promisory Note in the principal amount of Nineteen Thousand Dollars bearing even date herewith, payable to the order of Bearer

D. Kramer and Patience A. Kramer, his wife, in joint tenancy

This Instrument was

Prepared by:
Fawell, James & Brooks
Attorneys at Law
by: John D. James
201 N. Washington St.
Naperville, Ill. 60540

Common Address: 1417 Maple Ave.
Wilmette, Ill. 60091

The GRANTOR covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon as herein provided, and according to the tenor and effect of said note or according to any agreement extending time of payment; (2) to pay all taxes and assessments against such premises when and as the same become due and payable and on demand, to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire, windstorm and such other hazards as companies to be approved by the holder of and in amount equal to said indebtedness and deliver to holder of said indebtedness the insurance policies so written as to require all payments for loss thereunder to be applied in reduction of said indebtedness; and (6) not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the grantee or holder of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises; and all money so paid, the grantor agrees to repay immediately without demand, and the same, with interest thereon from the date of payment at eight per cent, per annum, shall be so such additional indebtedness secured hereby.

Evidence of title of the within described property shall be left with the trustee until all said note, paid, and in case of foreclosure said abstract shall become the property of the purchaser of said foreclosure sale.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of said breach, at eight per cent, per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor; and the like expenses and disbursement, occasioned by any suit or proceeding wherein the grantor, or any holder of any part of said indebtedness, as such may be the party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon such premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expense and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor waives all right to the possession of and income from, said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commission, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, or in reduction of any deficiency decree entered in such foreclosure proceedings, or in reduction of the redemption money if said premises be redeemed, or if not redeemed, to the person entitled to the Master's Deed under the certificate of sale.

Vertical stamp or mark on the right side of the document.

COOK COUNTY CLERK'S OFFICE

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It is further understood and agreed by the grantor that if said grantor sell and convey said property or any part thereof, the grantee or holder of said indebtedness secured hereby, may declare the entire indebtedness secured by this Trust Deed due and payable immediately, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment until the grantee has been notified in writing of such sale and conveyance.

It is further understood and agreed by the grantor that the indebtedness secured by this Trust Deed may be prepaid in whole or in part at any time without penalty, provided that if any part of the prepayment arises from the refinancing of the indebtedness evidenced thereby, the legal holder hereof shall have the right to require payment of not more than six (6) months' advance interest on that part of the aggregate amount of all prepayments made on the loan within one (1) year prior to the date the loan is repaid, which amount twenty per cent (20%) of the original principal amount of the loan.

In the event of the refusal or failure or inability of said Bank of Naperville to act, then Chicago Title & Trust Company of said County, is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said DuPage County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand and seal of the grantor S this 19th day of September, A. D. 19 78

X [Signature] (SEAL) X Patience A. Kviesitis (SEAL)
X [Signature] (SEAL) X Patience A. Kramer (SEAL)

STATE OF ILLINOIS, **
DU PAGE COUNTY

I, the undersigned, a Notary Public in and for and residing in said County, in the said State aforesaid, DO HEREBY CERTIFY that Peter D. Kviesitis and Patience A. Kramer, a/k/a Peter D. Kramer and Patience A. Kramer, his wife, in joint tenancy

personally known to me to be the same persons whose names they 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 purpose therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 19th day of September, A. D. 19 78

[Signature]
My commission expires June 21



The installment note mentioned in the within Trust Deed has been identified herewith under Identification No. 27261/01

Richard D. Molise
Commercial Loan Officer

1978 SEP 26 AM 11 32

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

RECORDER [Signature]

SEP-26-78 139845 24643802 A - REC 10.00

TRUST DEED

10.00

Document No. MAIL TO

BANK OF NAPERVILLE
503 N. Washington
Naperville, Illinois 60563

24643802

MAIL TO

END OF RECORDED DOCUMENT