UNOFFICIAL COPY

24 704 218 TRUST DEED THE ABOVE SPACE FOR RECORDER'S USE ONLY DENTURE, mad (ctober 7, 1978, between ------Willard ... McNitt and Charlotte B. McNitt, his wife---herein referred to as "Mortgagors," and nerein reterred to as "Mortgagors," and
THE FIRST NATIONAL BANK OF WINNETKA, a National Banking Association, organized and existing under the lays of the United States of America, with its principal office in the Village of Winnetka, County of Cook, State of Illinois, is referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are saty 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 thousand and 10/0-----
Dollars, evidenced by one certain Instalment Note of 1.0 Actgagors of even date herewith, made payable to THE ORDER OF XHXXXXXXX

FIRST NATIONAL BANY OF WINNETKA and delivered, in and by which said Note in lortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of ----9-3/4---
per 1.1. annum in instalments (including principal and interest) as follows: Fight hundred fifty-nine and 16/00---- Dollars on the 1st day of November 19 78 and Eight hundred fifty-nine and 16/00--- Dollars on the 1st day of each month the streater until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on he 1st day of October xx2008. 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 install ment unless paid when due shall bear interest at the rate of---10-1/2%---- per annum, and all of said principal and interest being made payable at such banking house in Winnetka, Illinois, as the hold is to the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of The First National Bank of Winnetka Now, Therefore, the Mortwares to score the augment of the state of the first National Bank of Winnetka NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and s. d. i. c. st in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein container? 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 and assigns, the following described Real Estate and all of their testic, right, title and interest the cin, situate, lying and being in the Village of Winnetka COUNTY OF COOK The North 70 feet of the South 85 feet of the East 1/2 of Lots in 4 and 9 to 12 taken as a tract, in Block 5 of Alles 1st addition to Wilhelm in the Southeast 1/4 of Section 20, Township 42 North, Range 13 East of the Third Principal Meridian, otherwise known as Greeley's Lot 'A' in Village of Winnetka, in Cook County, Illinois. Permanent Tax No. 05 20 408 012 0000 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 S ... Willard C. McNitt CO. C. C. SEAL ! Charlotte B. McNitt, his wife Cucologic B. Willitt

THE PRINCIPAL OFFICE IN SAN DIEGO COUNTY

SION EXPIRES JAN. 28, 1979

THE PRINCIPAL SEAL INSTRUMENT AND PRINCIPAL OFFICE IN SAN DIEGO COUNTY

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THE PRINCIPAL OFFICE IN S ORM TD-1 Tr. Deed, Indiv., Instal,-Incl. Int.

STATE OF IDDINGS.
California SS.
County of San Diego

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Willard C. McNitt and Charlotte B. McNitt, his wife

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 min mechanics or other here not calms for line into 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 pun request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to thotes of the more; (4) complete within a reasonable time any building or buildings now or at any time in process of crection upon said premises; (5) comply with all requirements of law or manicipal ordinatees with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinates.

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 desire

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3. Morgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning windstorm under policies providing for payment by the insurance companies of inoneys sufficient either to pay the cost of replacing or repairing the same of the 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 of 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, an shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renew.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinhefore required of mortgagors in any f., a and manner decemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and putch see, wharge, compromise or wettle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said r in ear routest any tax or assessment. All moneys paid for any of the pursoes herein authorized and all expenses paid or incurred in connection their with, acluding 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 r anable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedner, secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of per annum. Inaction of justs e or holders of the note shall never be considered as a waver of any right accruing to them on account of any default

5. The Trustee or the helper of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into

6. Mortgagers shall pay each or visindebtedness begin mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the mote, and with or lorice to Mortgagers, all unpud indebtedness secured by this Trust Deed to the country or orice to Mortgagers, all unpud indebtedness secured by this Trust Deed to the country or orice to Mortgagers, all unpud indebtedness secured by this Trust Deed to the country or orice to Mortgagers, all unpud indebtedness secured by this Trust Deed to the country or orice due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when or any isolal pocury and continue for three days in the performance of any other agreement of the Mortgagers herein

Contained.

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8. The proceeds of any foreclosure sale of the premises shall be as not ed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such item; as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addition I to the evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overpuse of N prigagors, 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 d. d. n. 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, with the same shall be then occupied as a homestead or not and the rustee hereunder may be appointed as a such receiver. Such receiver shall have puer to "tet he 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 state tory, riod of redemption, whether there be redemption or not, as well as during any further times when Mortagores, except for the intervention of such every would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protectic 1, 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 my!" net income in his hands in payment in whole of 1). The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any t a 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 foreclose said (2) the deficiency in case of a sale and deficiency.

10. We action for the enforcement of the nen of of any provision nervor shall be subject to 1/2 tense which would not be good and available to the party interposing 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 reasonal letting and access thereto shall be permitted for that

purpose.
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inqui e into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to roor this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder. Accept the results of early seen the results of early seen to result of early seen to the product of the form of the product of the

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of axisfacto v. adence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof on and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has lent upon the properties of the produce and exhibit to Trustee the note, representation of a successor truste may except as true without inquiry. Where a release its requested of a successor trustee secured or the confirming to the herein described any note which bears an identification number purporting to be placed thereon by a prior trustee herein or high confirming is obstance with its requested of the original trustee said it has never placed its identification number on the number of the rotional trustee said it has never placed its identification number on the number of the original trustee said it has never placed its identification number on the number of the original trustee with the described any note which may be presented and which conforms in substance with the described herein contained of the note and which put or, s to be executed by the persons therein designated as makers thereof.

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 in trustee 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 is the premises are structed shall be Successor in Trust. Any Successor in Trust shereunder shall have the identical powers and authority as are herein given T ustee, and any

103. This Trust Deed and all provisions hereof, shall extend to side be binding upon Mortgagors and all persons claiming under or through Nortgagors and the provisions hereof, shall extend to side be binding upon Mortgagors and all persons claiming under or through Nortgagors. The undebtudness or any part in reof, who wind the provisions have been used herein shall include all such persons and all persons liable for the payment of the indebtudness or any part in reof, who wind much place or any part in reof, who wind much place or any part in the provision and the provisions are shall be constructed to place.

MORTGAGORS RESERVE THE PRIVILEGE OF MAKING PREPAYMENTS AT ANY TIME WITHOUT PENALTY.

RECORDER TO DEEDS

GOOK COUNTY, ILLINOIS FILED FOR REGORD

Nov 6'78 10 20 AM

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IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE FIRST NATIONAL BANK OF WINNETKA BEFORE THE TRUST DEED IS FILED FOR RECORD.

THE FIRST NATIONAL BANK OF WINNETKA.

Trustee.

MAIL TO:

FIRST NATIONAL BANK OF WINNETKA 520 Green Bay Road Winnetka, Illinois 60093 ATTN: Collins

DESCRIBED PROPERTY

190 Chestnut

Winnetka, Illinois 60093

PLACE IN RECORDER'S OFFICE BOX NUMBER

333

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