

2009  
24516859  
24 741 297  
TRUST DEED  
JUL 14 10-59  
24516859  
THE ABOVE SPACE FOR RECORDERS USE ONLY  
THIS INDENTURE made June 15 1978 Between JOSEPH D. Benush, a single person and Diane E. Wickham, divorced and not remarried here in referred to as "Mortgagors." and LAKE VIEW TRUST AND SAVINGS BANK, a corporation created and existing under the laws of the State of Illinois and 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 TWENTY-TWO THOUSAND THREE HUNDRED AND NO/100 Dollars (\$ 22,300.00 ), evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered to and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of Nine & One-Quarter per cent ( 9-1/4 % ) per annum in installments of ONE HUNDRED NINETY AND 98/100 Dollars (\$ 190.98 ), on the 15th day of October 19 78 and ONE HUNDRED NINETY AND 98/100 Dollars (\$ 190.98 ), on the 15th day of each and every month hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of September 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 instalment unless paid when due shall bear interest at the default rate of Ten & One-Quarter ( 10-1/4 % ) 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 LAKE VIEW TRUST AND SAVINGS BANK in said City. NOW, THEREFORE, the Mortgagors do hereby promise 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 successor 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: THIS RIDER IS ATTACHED AND MADE PART OF THIS SET OF DOCUMENTS Parcel 1: Lot 111 in Tiburon planned Unit development sit in Part of the East 1/2 of the North East 1/4 Section 1, Township 22 North, Range 10 East of the Third Principal Meridian and Part in the West 1/2 of the North West 1/4 of Section 6, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois recorded July 8, 1977 as Document Number 24004946, in Cook County, Illinois. Parcel 2: Easement Appurtenance to and for the Benefit of Parcel 1 as set forth in the Declaration and Grant of Easements, dated June 1, 1978 and recorded June 16, 1978 as Document 24494668 in and upon Lot 219 in said Tiburon planned Unit Development Plat for the Construction maintenance and use of a Storm Water Retention Basin in Cook County, Illinois.

TRUST DEED

24 741 297 24516859

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made June 15 1978 Between JOSEPH D. Benush, a single person and Diane E. Wickham, divorced and not remarried here in referred to as "Mortgagors." and LAKE VIEW TRUST AND SAVINGS BANK, a corporation created and existing under the laws of the State of Illinois and 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 TWENTY-TWO THOUSAND THREE HUNDRED AND NO/100 Dollars (\$ 22,300.00 ), evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered to and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of Nine & One-Quarter per cent ( 9-1/4 % ) per annum in installments of ONE HUNDRED NINETY AND 98/100 Dollars (\$ 190.98 ), on the 15th day of October 19 78 and ONE HUNDRED NINETY AND 98/100 Dollars (\$ 190.98 ), on the 15th day of each and every month hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of September 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 instalment unless paid when due shall bear interest at the default rate of Ten & One-Quarter ( 10-1/4 % ) 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 LAKE VIEW TRUST AND SAVINGS BANK in said City.

NOW, THEREFORE, the Mortgagors do hereby promise 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 successor 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:

THIS RIDER IS ATTACHED AND MADE PART OF THIS SET OF DOCUMENTS

Parcel 1: Lot 111 in Tiburon planned Unit development sit in Part of the East 1/2 of the North East 1/4 Section 1, Township 22 North, Range 10 East of the Third Principal Meridian and Part in the West 1/2 of the North West 1/4 of Section 6, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois recorded July 8, 1977 as Document Number 24004946, in Cook County, Illinois.

Parcel 2: Easement Appurtenance to and for the Benefit of Parcel 1 as set forth in the Declaration and Grant of Easements, dated June 1, 1978 and recorded June 16, 1978 as Document 24494668 in and upon Lot 219 in said Tiburon planned Unit Development Plat for the Construction maintenance and use of a Storm Water Retention Basin in Cook County, Illinois.

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Clerk's Office

# UNOFFICIAL COPY

Property of Cook County Clerk

INSTRUMENT IS BEING RE-RECORDED DUE TO ERROR 02/21/2009 11:59 AM

Lot 111 Both Inclusive and open space parcel in Tiburon planned Unit Development Plot in part of the East Half of the North East Quarter of Section 1, Township 42 North, Range 10 East and part in the West Half of the North West Quarter of Section 6, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, recorded July 8, 1977 Document Number 24004946 in Cook County, Ill. \*\*

13.00



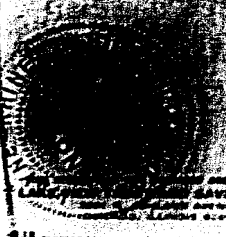
which with the property hereinafter described, is referred to herein TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereunto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stove 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 a similar apparatus, article hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as being a 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 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  
John D. Bernish (SEAL) x Diane E. Wickham (SEAL)  
John D. Bernish (SEAL) Diane E. Wickham (SEAL)

STATE OF ILLINOIS  
County of Cook

Wayne D. Rhee  
I, a Notary public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that John D. Bernish, a single person and Diane E. Wickham, divorced and single remarried and she are personally known to me to be the same person s whose name s 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 22nd day of July, A.D. 19 78



Ingeborg H. Fertig Notary Public

24516959

UNOFFICIAL COPY

Property of Cook County Clerk's Office

IT IS BEING RE-RECORDED

I, Judy Glover a Notary public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT JoAnn D. Benush, a single person and Diane E. Wickham, divorced and not remarried 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 22nd day of ~~January~~ <sup>March</sup> A.D. 1978

24 741 297

STATE OF ILLINOIS  
County of Cook ss

*J. Glover*  
Notary Public

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

- Mortgagor 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, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof, (3) to protect and upon request produce satisfactory evidence of the discharge of such prior lien 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 ordinances.
- Mortgagor shall pay before any penalty attaches all general taxes and shall upon special taxes, special assessments, water charges, sewer service charges, (and other charges) against the premises when due and shall upon written request forward to Trustee or to the holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest in the manner provided at statute any tax or assessment which Mortgagor may desire to contest.
- Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and such other hazards or liability including lower liability, as the holders of the note may require under policies providing for payment by the insurance companies of moneys sufficient to pay the cost of replacement 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.
- In case of default hereunder Trustee or the holders of the note may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may but need not, make full or partial payments of principal or interest on any encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or discharge from any tax sale or foreclosure affecting said premises or contain 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 and with interest thereon at the default rate as specified herein. Section 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 the Mortgagor.
- Trustee or the holders of the note hereby authorized making any payments hereby authorized relating to taxes or assessments, may do so according to any law or custom or estimate prepared from the appropriate official records, or by making inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title of claim thereof.
- Mortgagor shall pay each day of indebtedness herein mentioned, each principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payments of any installment of principal or interest on the note, or (b) when a default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
- In case of default by the Mortgagor, the principal and interest on the note, together with all expenses and costs (including accrued and unpaid income and rents) and charges thereon shall be a lien in favor of the Trustee or the holders of the note, who are hereby expressly authorized and empowered to do so prior to and upon the possession of the premises, or to take any other action which may be necessary for the protection of the note and the preservation of said premises, including any such expenses as the payment of Trustee's fees, insurance premiums, taxes, assessments and water charges, to a reduction of said indebtedness, and 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. 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 the holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, surveys for documentary and expert evidence, stenographers' charges, publications costs and cost of such suit or suits, together with the cost of preparing and recording all such abstracts of title and abstracts of title searches and examinations, guarantee policies, Terrence 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 protect such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature as in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the default rate as specified herein when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, including protests and foreclosure proceedings, in which either of them shall be 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 when such suit is actually commenced; (c) preparation for the defense 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 costs as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that constituted by the note, with the interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any surplus to Mortgagor, their heirs, legal representatives or assigns, at their rights may appear.
- 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 priority or interest of Mortgagor at the time of application for such receiver and without regard to the value of the premises. The receiver shall be deemed as having received all the proceeds of the Trust hereof and may be appointed as such receiver. Such receiver shall have power to affect 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 period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, 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 protection, preservation, care, management and operation of the premises during the whole of said periods. The Court from time to time may authorize the receiver to employ such agents, clerks, attorneys, accountants, appraisers, surveyors or other persons as may be necessary, or by any decree enforcing this trust deed, of any law, special assessment or any law which may be or become superior to the lien hereof or of such decree, providing such application is made prior to foreclosure sale; (2) the deficiency of a sale and deficiency.
- No action for the enforcement of the lien of any provision hereof shall be an act of any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 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, nor be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnity or security to it before exercising any power herein given.
- 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, including Trustee's release fee in accordance with his rate schedule. In effect, the Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after foreclosure, present to and obtain from Trustee the note, representing that all indebtedness hereby secured has been paid in full. The release of the note by Trustee may occur at any time without a release if requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which appears to be executed by the persons herein designated as the makers thereof, and where the release is required of the original trustee and it has a new executed certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be released and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated; (2) matters thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Register of Tolls in which this trust deed is recorded and shall have recorded or filed in case of the resignation or refusal to act of Trustee, the true function of the office of the Recorder or Register of Tolls in which this trust deed is recorded. Any Successor in Trust hereunder 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.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any of them, 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 Mortgagor or any of them, to the holder hereof.
- LAKE VIEW TRUST AND SAVINGS BANK, personally may buy, sell, own and hold said note or any interest therein, before or after maturity, and whether or not in default, and said Bank as holder of said note or any interest therein, and every subsequent holder shall be entitled in all the said security and to all the same rights and remedies as are in this instrument given to the holders of said note, with this effect as if said Bank were not the Trustee hereof; provided, and no merger of the interest of said Bank as holder of said note and as Trustee hereunder shall be deemed to occur at any time. Any actions or suits as provided in this instrument to be taken by the Trustee or the holders of said note may be taken or had jointly by the Trustee and any holder of said note.
- Mortgagor agrees that in order more fully to protect the security of this Trust Deed, Mortgagor will deposit with the holder of the note, with each scheduled principal and interest payment one-twelfth (1/12) of the amount due (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 accrue as it has been able to view an examination of the records of the county, which taxes, special assessments, and other charges on the real estate shall be paid in full, without any abatement of interest, and shall be held for the benefit of the holders of the note, with this effect as if said Bank were not the Trustee hereof; provided, and no merger of the interest of said Bank as holder of said note and as Trustee hereunder shall be deemed to occur at any time. Any actions or suits as provided in this instrument to be taken by the Trustee or the holders of said note may be taken or had jointly by the Trustee and any holder of said note.
- Mortgagor agrees that in order more fully to protect the security of this Trust Deed, Mortgagor will deposit with the holder of the note, with each scheduled principal and interest payment one-twelfth (1/12) of the amount due (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 accrue as it has been able to view an examination of the records of the county, which taxes, special assessments, and other charges on the real estate shall be paid in full, without any abatement of interest, and shall be held for the benefit of the holders of the note, with this effect as if said Bank were not the Trustee hereof; provided, and no merger of the interest of said Bank as holder of said note and as Trustee hereunder shall be deemed to occur at any time. Any actions or suits as provided in this instrument to be taken by the Trustee or the holders of said note may be taken or had jointly by the Trustee and any holder of said note.

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**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND THE LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE LAKE VIEW TRUST AND SAVINGS BANK TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

The instrument described herein is the same Trust Deed has been identified hereunder under LAKE VIEW TRUST AND SAVINGS BANK, Trustee

BY [Signature]

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LAKE VIEW TRUST AND SAVINGS BANK  
Real Estate Loan Department  
3201 North Ashland Avenue  
Chicago, Illinois 60657

FOR RECORDS INDEX PURPOSES  
PROPERTY ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

Lot 111 Valley Ridge Road  
Palatine, Illinois

Box No 145

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
FILED FOR RECORD  
NOV 29 '78 10 36 AM

*[Signature]*  
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