

# UNOFFICIAL COPY

TRUST DEED 24 228 127

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made December 7, 1977, between SALVATORE M. FALCO and RENATA M. FALCO, his wife

herein referred to as "Mortgagors", and AUGUST G. MERKEL, CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Principal Promissory Notes hereinafter described, said legal holder or holders being herein referred to as Holders of The Notes, in the Total Principal Sum of

**TWELVE THOUSAND AND NO/100 (\$12,000.00) ----- DOLLARS,**

evidenced by **One** Principal Promissory Notes of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, said principal notes being in the amounts and maturing as follows:

**Principal amount of TWELVE THOUSAND AND NO/100 (\$12,000.00) DOLLARS due on or before December 7, 1978**

with interest thereon from date until maturity at the rate of **8 3/4** per centum per annum, payable ~~semi-annually~~ on the **7th** day of **December** ~~and of~~ **1978** in each year; all of said principal and interest bearing interest after maturity at the rate of **9.5** per cent per annum, and all of said principal and interest being made payable to such banking house or trust company in **Chicago**, Illinois, as the holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of **NORTHWEST NATIONAL BANK OF CHICAGO** 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, his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the **Village of Barrington**, COUNTY OF **COOK** AND STATE OF ILLINOIS, to wit:

### LEGAL DESCRIPTION ATTACHED

#### Parcel A;

That part of the East half of the Southwest quarter and the West half of the Southeast quarter of Section 6, Township 42 North, Range 9 East of the Third Principal Meridian, described as follows; Beginning at a point 415.64 feet North, 51 degrees, 40 minutes, 20 seconds West of a point on the East line of said Southwest quarter 1401.12 feet North of the Southeast corner of said Southwest quarter; thence South 51 degrees 40 minutes 20 seconds East, 489.27 feet to a line 15.0 feet North of, measured at right angles to, and parallel with the South line of the Northwest quarter of the Southeast quarter of said Section 6; thence East along said last mentioned parallel line a distance of 72.28 feet; thence South at right angles 15.0 feet to the South line of the Northwest quarter of the Southeast quarter aforesaid; thence Southwesterly along a curved line having a radius of 200 feet, concave Southerly and tangent to the South line of the Northwest quarter of the Southeast quarter aforesaid, a distance of 168.0 feet chord measure; thence South 41 degrees 55 minutes 30 seconds West, along a line tangent to the last described curve 204.31 feet to a point of curve; thence Southwesterly along a curved line having a radius of 196.0 feet concave Northerly and tangent to the last described line a distance of 173.19 feet chord measure; thence North 85 degrees 38 minutes, 10 seconds West along a line tangent to the last described curve a distance of 192.0 feet; thence Westerly along a curved line concave Northerly having a radius of 403.0 feet and tangent to the last described line a distance of 205.51 feet chord measure; thence North 47 degrees, 28 minutes, 35 seconds East 511.18 feet; thence North 1 degree 35 minutes 40 seconds East, 176.13 feet to the point of beginning,

#### Also

#### Parcel B;

Easement for the benefit of that part of Parcel A aforesaid falling within the following described property, to wit; that part of the Southwest quarter of Section 6, Township 42 North, Range 9 East of the Third Principal Meridian, described as follows; Beginning at a point on the East line of said Southwest quarter of said Section 6, 1203.77 feet North of the Southeast corner and running thence North along said East line 197.35 feet; thence North 51 degrees, 40 minutes 20 seconds West 777.0 feet; thence North 13 degrees, 33 minutes, 40 seconds East 118.80 feet; thence North 83 degrees, 28 minutes, 10 seconds West 330.18 feet; thence South 36 degrees, 11 minutes West 227.65 feet; thence South 2 degrees, 24 minutes East 598.75 feet;

thence South 87 degrees 10 minutes, 30 seconds East 1020 feet to the point of beginning, in Cook County, Illinois, as created by agreement by and between John F. P. Farrar and Isabel G. Farrar, his wife, F. Donald Bateman and Elizabeth S. Bateman, also known as Elizabeth H. Bateman, Lawrence F. Bateman and Charlotte H. Bateman, his wife, and Floyd L. Bateman and Alta E. Bateman, his wife, dated May 21, 1940 and recorded June 14, 1940 as document 12498335 for private road over and across a strip of land 30 feet in width the center line of which is described as follows; Beginning at the Southeast corner of the Northwest quarter of the Southeast quarter of Section 6, Township 42 North, Range 9 East of the Third Principal Meridian and running thence Westerly on the South line of the Northwest quarter of the southeast quarter 1235.37 feet; thence North 51 degrees, 40 minutes, 20 seconds West 98.68 feet to a point on the West line of said Northwest quarter of the Southeast quarter of said Section 6, 59 feet North of the Southwest corner thereof; thence North 51 degrees, 40 minutes, 20 seconds West a distance of 485.06 feet, in Cook County, Illinois (except that part thereof falling in Parcel A. aforesaid) all in Cook County, Illinois.

24 228 127

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TRUST DEED | 24 228 127

CLERK OF DEEDS

Property of Cook County Clerk's Office



THIS INSTRUMENT WAS PREPARED BY

**ROBERT N. MC CUE** Northwest National Bank of Chicago  
3985 N. Milwaukee Avenue  
Chicago, Illinois 60641

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 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, inador 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.

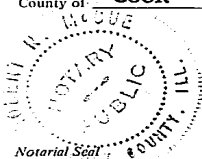
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, and for the equal security of said principal notes hereinabove described, without preference or priority of any one of said principal notes over any of the others by reason of priority of time of maturity, or of the negotiation thereof or otherwise, and free from all right and benefits under or 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 s and seal s of Mortgagors the day and year first above written.

Salvatore M. Falco [SEAL] Renata M. Falco [SEAL]  
Salvatore M. Falco Renata M. Falco  
[SEAL] [SEAL]

STATE OF ILLINOIS, } I, **ROBERT N. MC CUE**  
County of **COOK** } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT **SALVATORE M. FALCO and RENATA M. FALCO, his wife**



who 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 7th day of December, A.D. 1977

My Commission Expires  
June 10, 1980

Notary Public

24-228-127

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

- Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 lien to Trustee or to holders of the notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) 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 notes 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 windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies if moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, 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 notes, 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 herein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereinbefore 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 thereof, 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 any other moneys advanced by Trustee or the holders of the notes, or of any of them, 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest prematurity rate set forth therein. Election of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders of the notes, 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 the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereof.
- 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 principal notes, or of any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, 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 notes, or of any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for necessary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or of any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to buyers 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 in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest prematurity rate set forth therein, when paid or incurred by Trustee or holders of the notes 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) preparations for the commencement of any such suit for foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (c) preparations 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 as 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as 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, with regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect 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 statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver or to apply the net income in 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 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; (b) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notes hereby secured.
- Trustee or the holders of the notes, or of any of them, 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 shall Trustee be obligated to record 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, 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 proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and the Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport 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 its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall be recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Assistant Recorder or Assistant Register of Deeds of the county in which the same shall be recorded or filed, shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 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 of any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

### IMPORTANT!

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTES SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

BY August G. Merkel  
CHICAGO TITLE AND TRUST COMPANY, Trustee.  
AUGUST G. MERKEL

Assistant Secretary  
Assistant Vice President

MAIL TO:

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

PLACE IN RECORDER'S OFFICE BOX NUMBER

BOX 246

70-545-3 Fee

END OF RECORDED DOCUMENT