

UNOFFICIAL COPY



TRUST DEED

24 231 419

THIS INSTRUMENT WAS PREPARED BY
PARK NATIONAL BANK OF CHICAGO
2958 N. MILWAUKEE AVE.
CHICAGO, ILLINOIS 60618

By: Sj Szepkowski

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 26 1977 between JAMES C. KNUTSEN AND DOLORES T. KNUTSEN, his wife

PARK NATIONAL BANK OF CHICAGO, a National Banking Association herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation 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 principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

FIVE THOUSAND AND NO 100 DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on or before Five (5) years with interest thereon from November 26, 1977 until maturity at the rate of 9 per cent per annum, payable semiannually on the 1st day of each month and of until maturity in each year; all of said principal and interest bearing interest after maturity at the rate of 9 per cent per annum; and all of said principal and interest being made payable at such banking house or trust company 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

PARK NATIONAL BANK OF CHICAGO. 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 the benefit and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these present, 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 Village of Norridge COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 52 in First Addition to Brickman's Lawrence Avenue Highlands Subdivision, a re-subdivision of Lots 1 to 65 inclusive, in Oriole Park Countryside West Half (W½), being a subdivision in the South West Quarter (SW¼) of Section 12, Township 40 North, Range 12 East of the Third Principal Meridian, according to Plat of said subdivision recorded as Document 16081210, in Cook County, Illinois.

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 on a part, with real estate and not secondarily) and all apparatus, equipment or articles now or hereafter furnished or required to supply heat, gas, air conditioning, heat, light, power, refrigeration (whether single units or centrally controlled), air circulation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, insulation, heating, stoves and water heaters. All of the foregoing are declared to be a part of and real estate whether physically attached 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.

WE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever for the purposes, and upon the use, 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] *James C. Knutsen* [SEAL]

[SEAL] *DoLores T. Knutsen* [SEAL]

Geraldine J. Szepkowski

STATE OF ILLINOIS,

County of Cook

ss. I, a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

James C. Knutsen and Dolores T. Knutsen, his wife

who s personally known to me to be the same person s whose name 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.

Given under my hand and Notarial Seal this 26 day of November 1977.

Notary Public
Cook County
State of Illinois
Fees \$5 Trust Deed - Individual Mortgagor - Secures One Principal Note - Term
1977

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Page 2

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

1. Mortgagor shall at 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 the title, charge or lease of the premises, and which is not otherwise provided for in this Trust Deed, to holders of the same; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.

Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service

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 to contest; buildings and improvements made or hereafter situated on said property, insured against loss or damage by fire, lightning,

Mortgagor may designate, and Lender shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorms 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 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 companies satisfying 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 as 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 the holder of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the

part of Mortgagor.

8. The trustee or any holder of the note hereby secured, making any payment hereby authorized relating to taxes or assessments, may do so in accordance with full 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 thereto.

9. Mortgagor shall pay, and pay at, all indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the

6. 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 note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding the payment of any interest or in the proportion of any other agreement of the Mortgagors herein contained,

payment of any interest or in the performance of any other obligation of the Mortgagors hereunder, 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, Trustee's fees, appraisers' fees, costs of collection, costs of advertising, costs of publication, costs of sale, costs of removal, costs of storage, costs of insurance, costs of removal and similar damages and expenses which may be incurred in connection with the sale of the property, costs of removal, costs of storage, costs of insurance, policies, Fortens certified title, title searches and examinations, title insurance policies, attorney's fees, and all other amounts which may be reasonably necessary either to prosecute such suit or to defend in any action or proceeding brought against Trustee or holders of the note or to defend the title to the property or the value of the premises, or to defend in any action or proceeding brought against the Mortgagors or the property.

the 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 post maturity rate set forth in the note securing this trust deed, if any, otherwise the premitting rate set forth therein when paid or incurred by Lender or holders of the note for the connection therewith by proceeding, either probate and administration of any estate or proceeding of any kind, or by any other method, to collect, secure, defend or protect the rights of the trustee in the event of any foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or all or any part thereof.

8. The proceeds of any foreclosing 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 constitute secured indebtedness; third, all principal and interest remaining unpaid on the original note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns; fifth, the attorney's fees and expenses of the trustee and his or her agents.

9. 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 property. Such appointment may be made either before or after sale, without regard to the solvency of any party or parties involved.

11. No action for the enforcement of the note or of any provision thereof 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 note hereby secured.
12. Trustee or the holders of the note shall have the right to inspect the premises at reasonable times 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 inquire 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 obliged 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 indemnity satisfactory to it before exercising any power.

13. Trustee shall release this trust deed and the lien thereon by proper 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 any request of any person who shall either extinguish or, after maturity, foreclose, produce and exhibit to Trustee the principal note representing that all indebtedness hereby secured has been paid.

before or after maturity thereof, produce and exhibit to Trustee, at the principal note, representing that a ~~trust instrument~~ trust instrument heretofore executed by the maker(s) of the principal note, purports to be executed by the maker(s) of the principal note, and which bears an identification number purporting to be the identification number of a prior trustee, hereunder which conforms in substance with the description herein contained of the principal note and which purports to be executed by the person herein designated as the makers thereof; and where the release is requested of the principal note and it has never placed its identification number on the principal note, nevertheless, the principal note, together with the description herein contained of the principal note, shall be deemed to be executed by the person herein designated as the makers thereof.

16. 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

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

Identification No. 1191
CHICAGO TITLE AND TRUST COMPANY
PARK NATIONAL BANK OF CHICAGO Trustee
H.A. Wiese Manager

MAIL TO:



PLACE IN RECORDER'S OFFICE BOX NUMBER 48C

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

5029 N. Oneida
Norridge, IL. 60676

END OF RECORDED DOCUMENT