

TRUST DEED

THIS INSTRUMENT, MADE

FEB-27-81 4 1 FEBRUARY 11 19 81

10112

W. JAMES McDEREY & JUDITH C. McDEREY,

referred to as "Mortgages" and Harris Trust and Savings Bank, an Illinois banking corporation, having its principal office in the City of Chicago, Illinois (herein referred to as "Trustee").

WITNESSETH:

THAT WHEREAS, the Mortgages are duly indebted to the legal holder or holders of the installment Note (as herein defined) and legal holder or holders being herein referred to as "Noteholder") in the principal sum of SEVENTEED THOUSAND AND SEVEN HUNDRED & 1/100 Dollars \$17,700.00, evidenced by one certain installment Note of the Mortgages of even date herewith, each payable to Noteholder and delivered, in and by which said Note the Mortgages promise to pay the said principal sum with interest on the balance of principal remaining from time to time on each installment as provided in said Note on the day of MAY 1981

NOW, THE FURTHER, the Mortgages to secure the payment of the principal of and interest on the Note in accordance with the terms and provisions thereof, the observance and performance of the covenants and agreements herein contained and the other indebtedness which this Trust Deed by its terms creates, a lien in satisfaction of the sum of Ten Dollars in trust, the receipt whereof is hereby acknowledged, by these parties, my CONJUGAL WARRANTY 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 WINNETKA

of COOK and State of Illinois, to wit

LOT 2 IN BLOCK 8 IN PROVIDENT MUTUAL LAKE ASSOCIATION SUBDIVISION OF BLOCKS 7 TO 12, 28 TO 33, 54 TO 59 IN WINNETKA SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all buildings, improvements, easements, easements, fixtures and appurtenances of any kind belonging thereto and all rents, issues and profits thereof for so long and during all such times as hereinafter shall be provided herein (which are pledged, mortgaged and conveyed to and to be held in trust as security for the payment of the indebtedness secured hereby and not secondarily), and, without limitation the generality of the foregoing, all apparatus and equipment of every kind now or hereafter placed on or attached to the premises used to supply heat, gas, air conditioning, water, light, power, refrigeration, heating, sewage, gas or electric fixtures, and all sewers, window frames, storm doors and windows, awnings, floor coverings, gas and electric fixtures, doors, windows, sills and water closets. 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 fixtures, equipment or articles hereafter placed on the premises by the Mortgages or their successors or assigns shall be considered as constituting a part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, 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 apply and benefit the Mortgages do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or destroyed, (b) keep said premises in good condition and repair, without waste, and free from charge, encumbrances, mechanics 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, charge or encumbrance on the premises, and upon request exhibit satisfactory evidence of the discharge of same to Trustee or to Noteholder, (d) comply within a reasonable time any building or buildings now or at any time in process of erect on upon said premises, (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (f) without prior written consent of Noteholder, not make any material alteration in said premises except as required by law or municipal ordinance, and (g) promptly notify Trustee if any damage or destruction to the premises, or any pending or threatened proceeding for the taking by eminent domain or otherwise of any part thereof, or any other event in any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement of or any other event or condition which might impair the value of the premises or its use for its intended purpose.
- Mortgages 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 Noteholder duplicate receipts therefor. To prevent default hereunder, Mortgages shall pay in full under protest, in the manner provided by statute, any tax or charge which Mortgages may desire to contest.
- Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, theft, hazards, fire, theft, lightning, terrorism, and such other hazards or contingencies as first-class fire insurance and fire policies customarily require for payment by the insurance companies of monies sufficient either to pay the cost of replacing or restoring the same or to pay in full the indebtedness secured hereby, all in companies reasonably satisfactory to Noteholder, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of Noteholder (such rights to be evidenced by the standard non-contributory mortgage clause to be attached to each policy) and providing that the same may not be cancelled except upon 10 days' prior written notice to Trustee and shall deliver all policies, including renewal and renewal policies, to Noteholder, and in case of insurance about to expire, shall deliver renewal policies not less than 10 days prior to the respective dates of expiration. To the extent permitted by law, Trustee may, at the sole discretion of Noteholder, either apply any insurance proceeds at any time coming into its hands in the reduction of the indebtedness hereby secured or may release same for the restoration of the improvements damaged or destroyed on such terms as it shall elect, provided that if it shall elect to apply same to the reduction of the indebtedness hereby secured, Mortgages shall be relieved of any duty to restore the damage in respect of which such insurance proceeds were obtained. Mortgages hereby irrevocably constitute and appoint Trustee their true and lawful attorney in fact to endorse the name of Mortgages on any commercial paper evidencing any insurance proceeds.
- In case Mortgages shall fail to perform any covenants herein contained, Trustee or Noteholder may, but need not, make any payment or perform any act herein required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or, prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax 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 Noteholder to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 12% per cent per annum. Trustee or Noteholder shall be subrogated to all rights, claims and liens of any party whose debt is discharged pursuant to this Section 4. Inaction of Trustee or Noteholder shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages. Trustee or Noteholder in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public officer or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or other claim thereon.
- Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the Note. At the option of Noteholder and without notice to Mortgages, 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) in the case of default for 10 days in making payment of any installment of principal or interest on the Note or in making payment of any other sum due hereunder, or (b) in case the underlying debt, or (c) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (d) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (e) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (f) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (g) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (h) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (i) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (j) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (k) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (l) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (m) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (n) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (o) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (p) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (q) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (r) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (s) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (t) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (u) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (v) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (w) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (x) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (y) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument, or (z) in the case of the death, disability, insolvency, bankruptcy, liquidation or other event which shall be designated in the instrument.

THIS INSTRUMENT PREPARED BY STEPHEN RICHTER, Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, Illinois 60601

HARRIS TRUST & SAVINGS BANK

25759496



THIS MORTGAGE SHALL SECURE ANY AND ALL RENEWALS, OR EXTENSIONS OF THE WHOLE OR ANY PART OF THE INDEBTEDNESS HEREBY SECURED HOWEVER EVIDENCED, WITH INTEREST AT SUCH LAWFUL RATE AS MAY BE AGREED UPON AND ANY SUCH RENEWALS OR EXTENSIONS OR ANY CHANGE IN THE TERMS OR RATE OF INTEREST SHALL NOT IMPAIR IN ANY MANNER THE VALIDITY OF OUR THE PRIORITY OF THIS MORTGAGE, NOR RELEASE THE MORTGAGOR FROM PERSONAL LIABILITY FOR THE INDEBTEDNESS HEREBY SECURED.

25789496

6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount 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 Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount 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 Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

8. 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 solvency or insolvency of Mortgagees 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 Mortgagees, 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 to apply the net income in his hands in payment in whole or in part of: (1) 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; (2) the deficiency in case of a sale and deficiency.

9. As further security for the indebtedness hereby secured, Mortgagees hereby assign to Trustee for the benefit of Noteholder any and all awards at any time made for the taking (whether permanent or temporary) by condemnation, eminent domain or otherwise of all or any part of the premises or any rights, interests or privileges appurtenant thereto, together with the right (but not the duty) to collect, receive, receipt for, compare and adjust such awards and to endorse the name of Mortgagees on any commercial paper given in payment thereof. Unless Noteholder shall otherwise direct, the proceeds of all such awards shall be applied to the reduction of the indebtedness hereby secured.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be plead and available to the party comprising same in an action at law upon the Note.

11. Trustee or Noteholder shall have the right to inspect the premises at all 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, nor shall Trustee be obliged to record this Trust Deed or to execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder in case of its negligent negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before executing any power herein given.

13. Trustee shall release this Trust Deed and the lien hereby 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 and at the request of any person who shall, when representation Trustee may accept as a successor trustee, produce and exhibit to Trustee the Note, representing that all indebtedness hereby secured has been paid, and which representation Trustee may accept as a successor trustee. Such successor trustee may accept as the genuine Note 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 purports 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 executed a certificate on any instrument identifying said Note as the Note described herein, it may accept as the genuine Note any note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by 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 instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Harris Trust and Savings Bank, as Trustee, the Noteholder may appoint a successor Trustee by filing an appropriate notice of appointment in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. Any Successor Trustee hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons, jointly and severally.

16. Noteholder shall at any time so require, Mortgagees to pay each monthly payment date deposit with Noteholder or any party designated by Noteholder of the amount reasonably estimated by Noteholder from time to time as necessary to pay the interest, taxes and insurance premiums to be paid by Mortgagees hereunder as and when the same become due, provided that the first such deposit shall be in an amount which when taken together with the installment due prior to such date, will pay the amount due. Whenever Noteholder reasonably believes that the amount on deposit is insufficient for the timely payment of such amounts, Mortgagees shall upon demand deposit the amount of such deficiency. Nothing herein contained shall relieve Mortgagees of their obligation to pay taxes, assessments and insurance premiums in accordance with the terms hereof or to commit or oblige Noteholder to make any deposit or the collection of Noteholder hereunder shall be to apply amounts deposited hereunder to payment of the liability in respect of which they were deposited, which they may be requested in writing so to do by Mortgagees. All moneys deposited by Mortgagees hereunder shall be held with interest, provided that in lieu thereof the deposits required hereunder with respect to taxes and assessments Mortgagees may, if the premises consist of a single-family owner occupied residence, deposit an interest bearing savings account with a bank or other financial institution which shall at all times contain an amount equal to Noteholder's reasonable estimate of taxes and assessments due with respect to the premises during the next 12 months. In case of default in payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagees herein contained, Noteholder may apply any and all sums then on deposit on account of the indebtedness secured hereby.

17. Harris Trust and Savings Bank, individually, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occurred or exists, and said Bank as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to all the same security and to all the same rights and remedies as are in the Trust Deed given to the holder of the Note with the same force and effect as if said Bank were not the Trustee under this Trust Deed. No merger of the interest of said Bank as a holder of the Note and as Trustee hereunder shall ever be deemed to have occurred or happened. Any actions or remedies provided in the Trust Deed to be taken by the Trustee or Noteholder may be taken jointly by the Trustee and Noteholder.

Witnesseth the hands and seals of Mortgagees the day and year first above written.

Judith C. McNerney
W. James McNerney

STATE OF ILLINOIS)
COUNTY OF Cook)

I, Mary T. Ramos, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT W. James McNerney and Judith C. McNerney

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 11th day of February, 1981

Mary T. Ramos
Notary Public

My Commission Expires: My commission expires 9-28-83

IMPORTANT
FOR BOTH THE PROTECTION OF THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

UNOFFICIAL COPY

United States District Court

FOR THE

NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CIVIL ACTION FILE NO.

80 C 4878

UNITED STATES OF AMERICA

vs.

LINDA NORTHERN

JUDGMENT

Pursuant to Rule 55(b) of the Federal Rules of Civil Procedure and upon request of the Plaintiff to the Clerk of the Court with Affidavit in support thereof;

It is Ordered and Adjudged: Enter Order of Default and Default Judgment against the defendant Linda Northern in the sum of \$1011.98.

Property of Cook County Clerk's Office
I hereby attest and certify on 24 FEB 1981 that the foregoing document is a full and correct copy of the original on file in my office, and in my legal custody.

CLERK, U. S. DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
Alain J. [Signature] Deputy

1981 FEB 27 AM 10 26

FEB-27-81 4 1 11 2

25701 114

Charge

100
CHARGE

Dated at Chicago, Illinois, this 6th day of December, 1980.

H. STUART CUNNINGHAM

Clerk of Court

Connie Smith-White

By: Connie Smith-White

Deputy Clerk

25753497