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25960792
TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1981 AUG -6 AM 10:11

Sidney R. ...
RECORDER OF DEEDS
25960792

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 24, 1981, between

Paul H. Lutton & Patricia E. Lutton

herein referred to as "Mortgagors", and

THE FIRST NATIONAL BANK OF WINNETKA, a National Banking Association, Inc.

organized and existing under the laws of the United States of America, with its principal office in the Village of Winnetka, County of Cook, State of 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 \$150,000.00 One Hundred Fifty Thousand & -----00/100 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 rate of 22 per cent per annum, payable on the 1st day of 9/01/81 and of each month in each year, all of said principal and interest bearing interest after maturity at the rate of 30 per cent per annum, and all of said principal and interest being made payable at such banking house in Winnetka, 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 The First National Bank of Winnetka 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, 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 Glencoe, COUNTY OF COOK AND STATE OF ILLINOIS,

to wit:

PARCEL 1 - THE ...

12.00

68.27-565 Y

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One Hundred Fifty Thousand & -----00/100 DOLLARS.
evidenced by one certain Principal Promissory Note of the Mortgage of even date herewith made payable to THE ORDER OF
BEARER
and delivered, in and by which said Principal Note the Mortgagee do promise to pay the said principal sum
rate of 22 per cent per annum, payable on the 1st day of 9/01/81 and of each month in each
year, all of said principal and interest bearing interest after maturity at the rate of 30 per cent per annum, and all of said prin-
cipal and interest being made payable at such banking house in Winnetka, 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 The First
National Bank of Winnetka in said City.

NOW, THEREFORE, the Mortgagees 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 Mortgagees 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 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 Glencoe COUNTY OF COOK AND STATE OF ILLINOIS.

to wit:

PARCEL 1: The Easterly 160 feet of the Westerly 300 feet of
Block 20 in A. H. Taylor's Addition to Taylorsport, being a
subdivision of the South West 1/4 of Section 8 and part of the
West 1/2 of the North West 1/4 of Section 17, Township 42 North,
Range 13 East of the Third Principal Meridian, in Cook County,
Illinois, according to the plat thereof recorded as Document
171803 on August 2, 1874 and the Northerly 20 feet of the
Westerly 140 feet of Block 20 in A. H. Taylor's Addition to
Taylorsport, being a subdivision of the South West 1/4 of
Section 8 and part of the West 1/2 of the North West 1/4 of
Section 17, Township 42 North, Range 13 East of the Third
Principal Meridian, in Cook County, Illinois, according to the
Plat thereof recorded as Document 171803 on August 2, 1874,
in Cook County, Illinois.

PARCEL 2: Easement for the benefit of Parcel I as created by
Declaration grant of easements dated June 5, 1981 for Yard
Over, Across, upon and under that part of the Westerly 140.0
feet (except the Northerly 20.0 feet thereof) of Block 20
A. H. Taylors addition to Taylorsport being a subdivision of
the South West 1/4 of Section 8, and part of the West 1/2 of
the North West 1/4 of Section 17, Township 42 North, Range 13
East of the Third Principal Meridian, described as follows
commencing at the Northeasterly corner of the property
described above; thence westerly along the Northerly line of
said property, 22.50 feet to the place of beginning; thence
Southerly 5.10 feet to a point which is 23.5 feet Westerly of
the Easterly Line of said property and 5.0 Feet Southerly of
the Northerly Line of said Property; thence Southerly 8.14
feet to a point which is 13.0 Feet, Southerly of the Northerly
Line of said property and 22.0 feet West; Y of the Easterly Line
of said property; Thence Southerly 10.82 feet to a point which
is 22.0 feet Southerly of the Northerly Line of said property
and 16.0 feet Westerly Line of said property; thence Southerly
7.43 feet to a point 29.0 feet Southerly of the Northerly Line
of said Property and 13.50 feet Westerly of the Easterly Line
of said Property; Thence Southerly 28.04 feet to a point which
is 57.0 feet Southerly of the Northerly Line of said Property
and 12.0 feet Westerly of the Easterly Line of said property;
Thence Southerly 19.03 feet to a point which is 76.0 feet
Southerly of the Northerly line of said property and 11.0
feet Westerly of the Easterly Line of said property; Thence
Southerly 19.42 feet to a point which is 95.0 feet of the
Northerly line of said property and 7.0 feet Westerly of the
Easterly Line of said property; thence Southerly 13.44 feet
to a point which is 113.0 feet Southerly the Northerly Line of
said property; Thence Southerly Parallel with the Easterly
Line of said property 17.0 feet to the Southerly Line thereof;
Thence Easterly along the Southerly line of said property 3.0
feet to the Southeasterly corner thereof; thence Northerly along
the Easterly Line of said property 108.0 feet; thence Northerly
10.82 feet to a point 13.0 feet Southerly of the Northerly
Line of said property and 6.0 feet Westerly of the Easterly line
of said property; thence Northerly 8.0 feet to a point which is
5.0 feet Southerly of the Northerly Line of said property and
7.5 feet Westerly of the Southerly line of said property; thence
Northerly 5.10 feet to a point on the Northerly Line of said
property which is 6.50 feet Westerly of the North East corner
of said property, thence Westerly along the Northerly Line of
said property 16.0 feet to the place of beginning.

PARCEL 3: Easement for the benefit of Parcel I as created by
Declaration of grant of Eastments dated June 5, 1981 and recorded
June 26, 1981 as Document 25919172 for Ingress, Egress and
Driveway Over, Across, Upon and Under that part the Westerly
140.0 feet except the Northerly 20.0 feet thereof) of Block 20
in A. H. Taylors Addition to Taylorsport being a subdivision of
the South West 1/4 of Section 8, and part of the West 1/2 of
the North West 1/4 of Section 17, Township 42 North, Range 13
East of the Third Principal Meridian, described as follows
beginning at the Northeasterly corner of the property described
above thence Westerly along the Northerly line of said property
6.50 feet; Thence Southerly 5.10 feet to a point which is 5.0
feet Southerly of the Northerly Line of said property and 7.50
feet Westerly of the Easterly Line of said property. Thence
Southerly 8.14 feet to a point which is 13.0 feet Southerly of
the Northerly Line of said property and 6.0 feet Westerly of the
Easterly Line of said property; thence Southerly 10.82 feet to
a point on the Easterly Line of said property 22.0 feet Southerly
of the Northeasterly corner of said property; thence Northerly
along the Easterly line of said property 22.0 feet to the place
of Beginning.

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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.

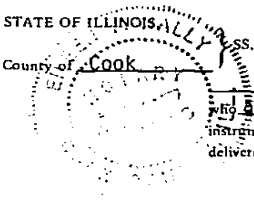
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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 /s..... and seal /S..... of Mortgagors the day and year first above written.

[Signature]
PAUL H. LUTTON

[Signature]
PATRICIA E. LUTTON



I, Eileen McNally
a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT
Paul H. Lutton & Patricia E. Lutton

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 heir free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of July, 1981.

[Signature]
Notary Public

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 from mechanic's or other liens or claims for lien not 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 upon request exhibit 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 ordinance.

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.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of 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 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.

4. In case of default therein, Trustee or the holders of the note 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 forfeiture 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 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 rate of seven per cent per annum. Fraction 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 Mortgagors.

5. The Trustee or the holders 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 the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

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 anything in the principal or interest note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the payment of any interest note or in the performance of any other agreement of the Mortgagors herein contained.

7. 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 holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and exp. 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, title insurance policies, Torrens 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 prosecute such suit or to evidence to bidders 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 the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note 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 suit for the 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.

8. 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 items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness ad litem, also so evidenced by the principal note and interest coupons, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note or interest coupons; fourth, any overplus to Mortgagors, 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 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 or without 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 a 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 other 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.

10. 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 note hereby secured.

11. 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.

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 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.

13. 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 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 note (with or without the coupons evidencing interest thereon), 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 note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal 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 placed its identification number on the principal note described herein, it may accept as the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the 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 Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. 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 or any part thereof, whether or not such persons shall have executed the principal note, the interest coupons or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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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.

Identification No. 072481 THE FIRST NATIONAL BANK OF WINNETKA, Trustee.

By: Craig E. Arnesen XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXX Vice President

XX MAIL TO: First National Bank of Winnetka 520 Green Bay Road Winnetka, Illinois 60093 Attn: Craig E. Arnesen

PLACE IN RECORDER'S OFFICE BOX NUMBER

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

125 Mary Street Glencoe, Illinois 60022