

TRUST DEED

1983 MAR 9

26529591

687451

-9-83 724850 THE ABOVE SPACE FOR RECORDER'S USE ONLY

26529591

11.00

Harch THIS INDENTURE, made

83, between

Karl Heinz Reschke and Uta Reschka, his wife

herein referred 15 's "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illin as, he ein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS he Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders ching herein referred to as Holders of the Note, in the principal sum of

Forty Thousand and no/100-evidenced by one certain 1 st. lment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

and delivered, in 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 per cent per annum ir ans alments (including principal and interest) as follows:

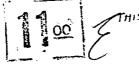
Four Hundred Seventy-Five and no/100of_ there ofter until said note is fully paid except that the final payment of principal due or the 10th day of Narch, 1988 All such payments on and interest, if not sooner paid, shall be due or the account of the indebtedness evidenced by said note to oe first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of cach instalment unless paid when due shall bear interest at the rate per annum, and all of said principal and interest being made payable at such banking house or trust

Chicago

Linos as the holders of the note may from time to time. company in Chicago Jaino's, 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 Commercial Hations Sank of Chapo in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said pn. o o sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the cot one is and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, o o cipit whereof is hereby acknowledged, do by these to be performed, and also in consideration of the sum of One Dollar in hand paid, o completely and warrant of the sum of One Dollar in hand paid, o completely and warrant of the said payment of the control of the said payment of the said pa

Lot 3 in Bridlegate Subdivision being a Subdivision of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 42 North, Range 12. East of the Third Principal Meridian, in Cook County, Illinois



PREPARED BY: JOSIPH G. GLAB 4800 N. WII-EN AVS CHICAGO, IL, 600 25

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 frofits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with ail real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, g s, 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 results and the same transfer placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the results and the same transfer placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and 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	and seal of Mortgagors the day and year first above written.	[SEAL]
Kari Heinz wascake	[SEAL]	[SEAL]
は発展を入る。	I	said, DO HEREBY CERTIFY
Gounty 67 9 who	ero whose name	EDELF _

voluntary act, for the uses and purposes therein set for 83

My Commission expires August Notarial Seal Individual Mortgagor — Secures One Instalment

Page 1



RIDER ATTACHED HERETO IS EXPRESSL' MADE

Page 2

RIDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN NOTE/TRUST DEED DATED MARC 4, 1983 AND EXECUTED BY KARL HEINZ RESCHKE AND UT RESCIKE, HIS WIFE

DUE ON SALE

Mortgagors do further covenant and agree that the whinot transfer or cause to be transferred or suffer an involuntary transfer of an increst, whether legal or equitable, and whether possessary or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsis: whout the advance written consent of the mortgagee or its assign, and further that in the event of any such transfer by the mortgagors without the advance writen consent of the mortgagor or its assigns, the mortgagee or its assigns may, in it is their sole discretion, and without notice to the mortgagors, declare the while of the debt hereby immediately due and payable. The acceptance of any payment fire are such transfer shall not be construed as a consent of the mortgagee to such transfer nor shall it affect the mortgagees right to proceed with such action as the mortage shall deem necessary.

*RATE OF INTEREST

The undersigned, further promises to pay interest on the principal obligation her and evidenced at an annual rate of interest equal to 1 percentage point over the Councilal National Bank's prime interest rate, as determined to be in effect from time to be the Commercial National Bank, and at the annual rate of interest equal to 4 percentage points over the Commercial National Bank's prime interest rate, as aforesald, after maturity until paid. While any portion of the indebtedness hereby evidenced shall be unpaid, the interest rates, as aforesald, shall fluctuate based on the Commercial National Bank's prime interest rate in effect from time to time.

LATE CHARGE

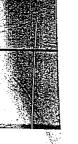
Notwithstanding anything to the contrary herein, any deficiency in the amount of the total principal and interest payment shall, unless paid by the first party prior to the expiration of ten days after the due date of such payment, constitute an event of default under this mortgage. The mortgagee may collect a "late charge" not to exceet four per cent (4%) of said total monthly payment of principal and interest, to cover

Ute Reschke, his wife

687451

26529591

UNOFFICIAL COPY





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

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

1. Martagacars shall (a) promptly repair, restore or rebuild any buildings or improvements now or homeafor on the premises which may be come damaged or be destroyed; (b) keep said premises in good condition and repair, without water, and for off on the premises which may be come dealing for line in the premises of the line hereof; (c) pay when dee any judicibedness which may be secured by a lien or charge or claims for line in not expersely subsubuliated to the line hereof; (b) quality or huidings of the note; (d) complete within a reasonable time any building or buildings of the note; (d) complete within a reasonable time any building or buildings of the note; (d) complete within a reasonable time any building or buildings of the promises; (e) comply with all requirements of law or municipal ordinance. With respect to the premises and the use thereof; (f) make no premises; (e) comply with all requirements of law or municipal ordinance. With respect to the premises and the use thereof; (f) make no premises; (e) comply with all representations the premises and the use thereof; (f) make no premises; (e) comply with a respect to the premises and the use thereof; (f) make no premises; (e) comply with a respect to the premises and the use thereof; (f) make no premises; (e) comply with a respect to the premises; (e) comply with a respect to the premises when the any state of the premises and the use thereof the premises when the premises and the use thereof the premises when the any state of the premises and the use of the premises when the premises and the use of the premises when the premises and the use of the premises and the premises and the use of the premises an

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access ner to 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 vali tity 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 it at it st deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions her under, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemulties, 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 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 Trustee note, 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 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 he 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 placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be present

IMPORTANT!

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

687451/

X I

COMMERCIAL NATIONAL BANK 4800 N. WESTERN AVENUE CHICAGO, ILLINOIS 60625

L<u>ot 3 in Bridlegate Subdivisio</u>n

Northfield, Allinois

PLACE IN RECORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY

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

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1. Mortgagers shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the pengine which may become damaged or be destroyed; (b) keep said premises in good conditions and repair, without waste, and free from mechanic as which may be come destroyed; (c) keep said premises in good conditions and repair, without waste, and free from mechanic as which may be come destroyed; (c) the provision of the control of the contro

PLACE IN RECORDER'S OFFICE BOX NUMBER

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times at a 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 the twildity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to condition the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to condition the signatures or the identity, capacity, or authority of the Great of the signatures or the identity, capacity, or authority of the Great of the signatures or the identity, capacity, or authority of the Great of the signatures or trustee, and it may require indentity, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indentities, 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 required for a successor trustee may accept as the genuine 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 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 note described herein, it may accept as the genuine note herein described 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

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 on 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 emises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the idential title, powers and authority as are

premises are situated shall be successful in Tilst. Any Secrets in Tilst. The strength of the

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LENDER TRUST DE AND TRU	IMPORTANT! PROTECTION OF BOTH THE BORROWER AND THE INSTALMENT NOTE SECURED BY THIS ED SHOULD BE IDENTIFIED BY CHICAGO TITLE ST COMPANY, TRUSTEE, BEFORE THE TRUST ILED FOR RECORD.		AGO TITLE AND TRUST COMPANY Trust Secretary/Assistant Vice President
MAIL TO:	OF CHICAGO 34800 N. WESTERN AVENUE	7.7. 1.0.6.	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOV DESCRIBED PROPERTY HERE Lot 3 in Bridlegate Subdi

CHICAGO, ILLINOIS 60625 Lot 3 in Bridlegate Subdivision Northfield; hllinois