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FORM No.	206 . 26	897 961	
May, 196	9	11.5 (1.45) 11.5 (1.5)	RECORDER OF THE
TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interes	1983	B DEC 15 PA 2: 42	26897961
. (Moternly payments including interes		The Above Space For Recor	
THIS INDENTURE, made Decer	nber 12 1083	, between John L. Ho	•
Nancy E. Hoffsted, h	is wife		herein referred to as "Mortgagors," and
Lircoln National Ban			,
herein r., red to as "Irustee," witness termed "Insment Note," of even da	eth: That, Whereas Mortgagors the herewith, executed by Mortga	are justly indebted to the legal agors, made payable to Rearex	holder of a principal promissory note, Lincoln National Bank
and delivered, ir and by which note Mo			Thousand
on the balance of river at remaining f	rom time to time unpaid at the r	rate of per cent per	annum, such principal sum and interest
to be payable in installm in is follow on the 9th day of 10'e	s: Two Hundred Thous	and and no/100	Dollars
WEXTENZEX ZXZX ZXX ZX			
SOMENENE SENKEN AM ZHZHZXZ) 7	.LXZXYZXFZXZXZXZXZXZXZXZXZ	XXXXXX; all such payments on	account of the indebtedness evidenced
of said installments constituting princip	ed and unpaid interest on the un val. to the extent not paid when	paid principal balance and the rem due, to bear interest after the da	nainder to principal; the portion of each ate for payment thereof, at the rate of
	ch in in being made payable	at <u>Lincoln National E</u>	Bank, 3959 N. Lincoln Ave
chgo., IL or at such other place at the election of the legal holder thereof	and without otice, he principal	ay, from time to time, in writing a sum remaining unpaid thereon, tog	ppoint, which note further provides that ether with accrued interest thereon, shall
or interest in accordance with the terms t	hereof or in case default shall occ	efault shall occur in the payment, w ur and continue for three days in t	then due, of any installment of principal
contained in this Trust Deed (in which e parties thereto severally waive presentme	vent election may ' e m; de at any	time after the expiration of said t	hree days, without notice), and that all
NOW THEREFORE, to secure the limitations of the above mentioned note	payment of the said p incip il so	m of money and interest in acco	rdance with the terms, provisions and
Mortgagors to be performed, and also	in consideration of the sur	One Dollar in hand paid, the rec	eipt whereof is hereby acknowledged,
Mortgagors to be performed, and also Mortgagors by these presents CONVEY and all of their estate, right, title and in	terest therein, situate, lying and	bei & in the	s, the following described Real Estate,
Lincolnwood	, COUNTY OF	Coc ĸ	AND STATE AF ILLINOIS, 10 wit:
	See Rider Attac	hed	
			19
		4/)	00
* Interest rate to be ma	intained at 1% above	the Lincoln National B	ank floating prime rate,
with a ceiling of 14%.		to be at 3% above the	Ln coln National Bank
floating prime rate, w	· ·		- /
which, with the property hereinafter des TOGETHER with all improvements	cribed, is referred to herein as the structure of the structure of the critical structure of the	ne "premises," purtenances thereto belonging, and	all r nu ssues and profits thereof for
TOGETHER with all improvements so long and during all such times as Mor said real estate and not secondarily), an	tgagors may be entitled thereto (which rents, issues and profits are	pledged principily and on a parity with
said real estate and not secondarily), an gas, water, light, power, refrigeration an stricting the foregoing), screens, window	d air conditioning (whether sing	le units or centrally controlled), a	and ventilation, including (without re-
of the foregoing are declared and agreed all buildings and additions and all simila	to be a part of the mortgaged pr	emises whether physically attached	thereto or not, and it is agreed that
cessors or assigns shall be part of the mo	rtgaged premises.		er, for the purposes, and won the uses
and trusts herein set forth, free from all	rights and benefits under and by	virtue of the Homestead Exemption	
said rights and benefits Mortgagors do h This Trust Deed consists of two page	es. The covenants, conditions an	d provisions appearing on page 2	(the reverse side of this Trust Feed)
are incorporated herein by reference and Mortgagors, their heirs, successors and as	igns. This Trust Deed a	lso consists of a one-	page Exhibit "A" cont in a
Witness the hands and seals of Mor-	gagors the day and year hist ab		vision R-16.
PLEASE	John T. Hotels	(Seal)	y ex do The (Seal)
PRINT OR TYPE NAME(S)	John L. Horrszed	Nanc	e t. Hoffstepu
BELOW SIGNATURE(S)		(Seel)	(Sanl)
		(Seal)	(Seal)
State of Illinois, County of Cook	ss.,		Notary Public in and for said County,
はみょる	in the State aforesaid	DO HEREBY CERTIFY that	
TIMERES		ne to be the same person S who	
LIC SEA			ne this day in person, and acknowl-
	edged that the 7 si	gned, sealed and delivered the said	instrument as Their
	waiver of the right of	homestead.	i see form, memoring the release and
Given under my hand and official seal, t	his 12 th	day of LDece	2 6 EN 1983
Commission expires 217	19_87.	Martin	1 X/10 entin
This decrees		F	Notary Public
This document prepared by L Lincoln National Bank.	arry Sionina, Vice Pro	es. ADDRESS OF PROPERTY:	
o nacional bank.		3730 W. Devon Ave	· g 2

Lincolnwood, IL

SEND SUBSEQUENT TAX BILLS TO:

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

(Address)

Lincoln National Bank

3959 N. Lincoln Ave.

ZIP CODE 60613

162

CITY AND Chicago, IL

RECORDER'S OFFICE BOX NO ._

MAIL TO:

OR

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by the due, 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, lighting and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or re-airing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies ayal le, 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 cla's et / h attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insure ce a yout to expire, shall deliver a policies not less than ten days prior to the respective dates of expiration.
- 4. In case of the later the later the law appendix has test and the last point of the coperate of the later the late
- 5. The Trustee or the holders or the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate record from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tay assess tent, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of inc btedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and ithout notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in, is T ust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and onto one of the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become, at whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to fireclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to force is the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which have be aid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documental and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the occure; of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurant is 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 bidder, at iy sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures at extenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and purpose the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and purpose the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and purpose the nature in this paragraph mentioned shall become so much additional the respective to the seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with 'a) and a ration, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either at ple, lift, claimant or defendant, by rea
- 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 additional to that evidence of by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus of the register of the proceedings as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to reasolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or wast er the same shall be then occupied as a homestead or not and the Truste hereunder may be appointed as such receiver. Such receiver shall have power 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, diving he full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except by he 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 zero. as set of 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 here you decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereo. . 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 of this Trust Deed or of any provision hereof shall be subject to any defense which would r A 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, 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him 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, 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 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 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine 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 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 death, resignation, inability or refusal to act of Trustee, Chicago Title & Trust Co., shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust and in the dentical title, powers and authority as are herein given 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned	l in the	within	Trust	Deed	has	bee
	The Installment Note mentioned	The Installment Note mentioned in the	The Installment Note mentioned in the within	The Installment Note mentioned in the within Trust	The Installment Note mentioned in the within Trust Deed	The Installment Note mentioned in the within Trust Deed has

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

dentified herewith under Identification No	
	8

rustee

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LEGAL DESCRIPTION
FOR
3730 WEST DEVON,
LYCOLNWOOD, ILLINOIS

DOOP OF

PARCEL 1: THAT PART OF LOT 10 OF JOHN PROESEL ESTATES PARTITION DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF RIDGEWAY AVENUE BEING & LILE 33 FEET EAST OF & PARALLEL WITH THE WEST LINE OF SAID LOT 10, WITH THE NORTH LINE OF DEVON AVENUE BEING A LINE 7.0 FEET NORTF O: AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 10, THENCE EAST ALONG THE NORTH LINE OF SAID DEVON AVENUE 184.09 FEET; THENCE NOR HAT RIGHT ANGES TO SAID NORTH LINE OF DEVON AVENUE 133.0 FEET; HENCE WEST ALONG A LINE WHICH FORMS AN ANGLE OF 90°-04'-20" TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE 37.0 FEET; HENCE NORTH ALONG A LINE WHICH FORMS AN ANGLE OF 90°-06'-40" TO THE DIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, 75.40 FEET TO THE SOUTH LINE OF THE NORTH 411.59 FEET OF SAID LOT 10; THENC! WEST ALONG THE SOUTH LINE OF THE NORTH 411.59 FEET OF SAID LOT 10; THENC! WEST ALONG THE SOUTH LINE OF SAID RIDGEWAY AVENUE; THENCE SULT! ALONG SAID EAST LINE 208.40 FEET TO THE PLACE OF BEGINNING ALL I' JOHN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANCE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "A" TO TRUST DEED DATED DECEMBER 12, 1983 IN FAVOR OF LINCOLN NATIONAL BANK

- R-16. This Trust Deed shall at all times be subject and subordinate to:
 - (i) A Trust seed from the Maker conveying the Premises to Lincoln National Bank dated December 12. 1983 and recorded in Cook County, Illinois as Document No made is security for a \$300,000.00 loan; and
 - (iii) Reservations of fility Easements in favor of a parcel of land adjacent to the Premises all as more particularly described in that certain Special Warranty Deed from N-C Building Corp. dated December 12. 1983, recorded as Document No. 26976 in Cook County, Illinois and conveying the Premises to Mortgagors.

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