

26069712

(FORM NO. 1A)

This Indenture, Made November 13, 1981, between Harris Trust and Savings Bank, a corporation of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated September 22, 1981 and known as trust number 41453 herein referred to as "First Party," and THE WILMETTE BANK

13.00

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

NOV 24 1981 68-13-6511J

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF ONE HUNDRED THOUSAND AND NO/ONE HUNDRED* * * * * DOLLARS,

made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 10.750 percent per annum in monthly instalments as follows: NINE HUNDRED THIRTY EIGHT AND NO/ONE HUNDRED* * * * * DOLLARS on the first day of January 19 82 and NINE HUNDRED THIRTY EIGHT & NO/100* * DOLLARS on the first day of each month thereafter until said note is fully paid except that the final payment of principal and interest if not sooner paid, shall be due on the first day of December 19 86. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the then current rate per annum, and all of said principal and interest being made payable at such banking house or trust company in Wilmette, 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 WILMETTE BANK in said City.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey into the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the VILLAGE OF WINNEBAGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

COOK COUNTY, ILLINOIS FILED FOR RECORD 1981 NOV 25 AM 10: 27

Sidney A. Olson RECORDER OF DEEDS 26069712

26069712

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 First Party, its successors or assigns 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

This instrument prepared by Jan W. [Signature] The Wilmette Bank Wilmette, Ill. 60091

BOX 533

UNOFFICIAL COPY

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 First Party or its 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 use and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the moneys aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on premises insured against loss or damage by fire, lightning or 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 10.75 per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 expert 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, guarantee 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 10.75 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.

5. 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 evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 First Party, its successors or assigns, 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.

26089712

UNOFFICIAL COPY

7. 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.

8. 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require in all instances satisfactory to it before exercising any power herein given.

9. 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 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 note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as 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 on behalf of First Party.

10. 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 designation, 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 Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. Without the prior written consent of the Holders of the Note, the Mortgagors shall not convey or encumber title to the Premises. The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

THIS TRUST DEED is executed by the Harris Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Harris Trust and Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Harris Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, HARRIS TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

HARRIS TRUST AND SAVINGS BANK
As Trustee as aforesaid and not personally.

By _____

ATTEST _____

[Signature]
Vice-President
[Signature]
Assistant Secretary
CHICAGO

26059712

County Clerk's Office

UNOFFICIAL COPY

PARCEL 1:

THAT PART OF LOT 49 IN INDIAN HILL SUBDIVISION NUMBER 5, IN THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 49, 282.84 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 49, RUNNING THENCE NORTH 89 DEGREES 57 MINUTES 20 SECONDS EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 49, A DISTANCE OF 62.67 FEET; THENCE SOUTH 3 DEGREES 35 MINUTES WEST, A DISTANCE OF 35.27 FEET; THENCE SOUTH 5 DEGREES 16 MINUTES EAST, A DISTANCE OF 265.87 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 49; THENCE SOUTH 72 DEGREES 02 MINUTES WEST ON THE SOUTHERLY LINE OF SAID LOT 49, A DISTANCE OF 69.52 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 29; THENCE NORTH 89 DEGREES 32 MINUTES WEST ON THE SOUTH LINE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 29, A DISTANCE OF 18.54 FEET TO THE SOUTH WEST CORNER OF SAID LOT 49; THENCE NORTH 00 DEGREES 02 MINUTES 40 SECONDS WEST ON THE WEST LINE OF SAID LOT 49, A DISTANCE OF 321.18 FEET TO THE PLACE OF BEGINNING

PARCEL 2:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 16 IN BLOCK 2 (NOW VACATED) OF BRADFORD AND PORTER'S ADDITION TO KENILWORTH, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 1923 AS DOCUMENT NUMBER 8038135, IN COOK COUNTY, ILLINOIS, DISTANT 215.27 FEET EAST OF THE NORTH WEST CORNER OF LOT 29 IN THE AFORESAID BLOCK 2; THENCE NORTH 89 DEGREES 32 MINUTES WEST ON THE NORTH LINE OF THE AFORESAID LOT 16 (EXTENDED EAST AND WEST), A DISTANCE OF 81.27 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 29; THENCE NORTH 00 DEGREES EAST ON EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4, A DISTANCE OF 124.65 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES EAST, A DISTANCE OF 164.0 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 29; THENCE SOUTH 00 DEGREES 02 MINUTES 40 SECONDS EAST ON THE EAST LINE OF SAID WEST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 29, A DISTANCE OF 335.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 29; THENCE NORTH 89 DEGREES 32 MINUTES WEST ON THE SOUTH LINE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 29, A DISTANCE OF 23.46 FEET TO A POINT DISTANT 304.76 FEET FROM THE SOUTH WEST CORNER OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 29; THENCE NORTH 2 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 184.38 FEET; THENCE NORTH 62 DEGREES 57 MINUTES 40 SECONDS WEST, A DISTANCE OF 58.93 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

END OF RECORDED DOCUMENT

217659712