27372983

TRUST DEED (Illinois) For use with Note Form 1448 hly payments including inte

This instrument was prepared by:

EC-1444 998692

Rose $\overline{0}$ $\overline{0}$ $\overline{0}$ $\overline{0}$ $\overline{0}$ $\overline{0}$ $\overline{0}$ A - PE Commercial National Bank of Chicago 4800 N. Western Avenue

Chicago, IL 60625 The Above Space For Recorder's Use Only

THIS INDENTURE, made December	er 13 19 <u>.84</u>	_ between Linga b. Fi	tiner and kenneth M	ittner,
her husband				as "Mortgagors," and
Commercial National Bank of Chicago				
herein referred to as "Trustee," witnesseth: T termed "Installment Note," of even date here	hat, Whereas Mortgagors	are justly indebted to the agors, made payable to a	e legal holder of a princi RESERT Commercial Nati	pal promissory note, onal Bank
of Chicago, 4800 North Western Avenue	e, Chicago, Illinois	60625	•	
and delivered, in and by which note Mortgago Thirty Thousand Two Hundred Thirty N on the balance of principal remaining from ti to be payable in installments as follows: on the 25th day of January on the 25th day of each and every month soon y paid, shall be due on the 25th da sain note to be applied first to accrued and	ine and 93/100 me to time unpaid at the fight Hundred Twenty if 19-85 and Eight Hi h thereafter until said not y of December	rate of per control per contro	the final payment of principal to the final payment of principal to the industrial to the industrial to principal to princ	ipal sum and interest Dollars Dollars all and interest, if not indebtedness evidenced it the portion of each
of installments constituting principal, to	the extent not paid who yments being made payab	le at Commercial Nation	nal Bank of Chicago	
at the cecti n of the legal holder thereof and vectome a or .e. ue and payable, at the place of or interest ac ordance with the terms thereo contained in ".s. s. t Deed (in which event oraties thereto : v. r. ll waive presentment for	ne legal holder of the note without notice, the princip, i payment aforesaid, in cast if or in case default shall c election may be made at a by payment, notice of dish	may, from time to time, in al sum remaining unpaid the edefault shall occur in the p eccur and continue for three ny time after the expiration onor, protest and notice of	ereon, together with accrued payment, when due, of any is e days in the performance of n of said three days, without protest.	installment of principal fany other agreement it notice), and that all
NOW THEREF'R. to secure the paym limitations of the above mentioned note and Mortsagors to be per'um d, and also in co Mortgagors by these pressor CONVEY and and all of their estate, "ent, title and interes	nent of the said principal of this Trust Deed, and onsideration of the sum of	sum of money and intere the performance of the co of One Dollar in hand pa	st in accordance with the ovenants and agreements he id, the receipt whereof is	hereby acknowledged,
	COUNTY OF	LOUK	AND STATE	OF ILLINOIS, to wit:
ار ا	MIDER ATTACKED HERE	TO IS EXPRESSLY MADE		
The Sout	/ A PART	HEREDFA	in National American Com ande Company	95 5 1 78 DEC 9

West 1

Third F

LATE CHARGE

A late charge of ' , of the amount due will be assessed on any payment not received within 1t d , e of the date due.

27372983

Mortgagers do further coverint and oree that they will not transfer or cause to be transferred or suffer an inv unit by transfer of any interest, whether legal or equivalle, and wanther possess of or otherwise in the mortgaged premises, to any third party, so long as the deby account hereby subsists, without the advance written consent of the mortgages or its assign, and further that in the event of any such transfer by the mortgages without he advance written consent of the mortgages or its assign mry, in its or their sole discretion, and without notice to the mortgages, deels on he whole of the debt hereby immediately due and payable. The acceptance of any payent after any such transfer shall not be construed as a consent of the mortgage to du't transfer, nor shall it affect the mortgages right to proceed with such action or the mortgage shall deem necessary.

BUSINESS LOAN RECITAL

Mortgagors represent and agree that the obligation settred hereby constitutes a business loan which comes within the purview of subparagrant (c) of Section 4 of "An Act in relation to the rate of interest and other charges in c ar action with sales on credit and the leading of money", approved May 24, 1879, as any led (II. Rev. Stats. Ch. 74, Sec. 4 (c).

Waiver of Statutory Rights

Waiver of Statutory Rights

First Farty shall not and will not apply for or avail itself of any appra sement, valuation, stay, extension or exception laws, or any so-called "Morator_Law" now existing or hereafter enacted, in order to prevent or hinder the enforcement r for accessing to this Trust Deed but hereby waives the benefit of such laws. First Particle in the property and estates comprising the premises marshalled upon any foreclosure of the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lier may order the premises sold as an entirety. First Party hereby vaives any and all rights of redempion from sale under any order or decree of foreclosure of this Trust Deed on behalf of the First Party, the trust setate, and all persons beneficially interested therein, and each and every person except decree of judgment creditors of First Party in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed. The foregoing waiver of right of redemption is made pursuant of the provisions of Section 185 of "An Act in regard to judgments and decrees, and the manner of enforcing them by execution, and to provide for the redemption of real estate sold under execution or decree and for the release of liens on real estate by satisfactions of money judgments by the court," approved March 22, 1872, as amended (III. Rev. Stats., Ch.77.

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

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	and alkof		2 (2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2		Real Estate,
		1			DIS, to wit:
	West 1/2 of		Fast 1/4 of Section 33	l3 Feet) and Except the West 149 Fe , Township 42 North, Range 12 East	
			Yn.		
	which, with the	property hereinafter described, is	referred to herein at the	premises."	nes and profits thereof for
	so long and duri said real estate gas, water, light stricting the for	ng all such times as Mortgagors and not secondarily), and all fix power, refrigeration and air co egoing), screens, window shades,	may be entitled thereto (wh tures, apparatus, equipment onditioning (whether single awnings, storm doors and v	premises. In the property of	arily and on a parity with reon used to supply heat, on, including (without re- es and water heaters. All
	all buildings and cessors or assign	additions and all similar or oth	er apparatus, equipment or premises.	ises whether 1 195. If attached thereto or articles hereafie, placed in the premises by his successors and assir 15, toreve, for the p rtue of the Homestead E: imption Laws of	Mortgagors or their suc-
	said rights and This Trust are incorporated Mortgagors, the	benefits Mortgagors do hereby e Deed consists of two pages. The herein by reference and hereby ir helrs, successors and assigns.	xpressly release and waive, covenants, conditions and are made a part hereof the	provisions appearing on page 2 the reversione as though they were here out in	e side of this Trust Deed)
		PLEASE X PRINT OR	nda U Pitting	(Seal) Xemmat / M. Vittner	Mai IS (Seal)
	1 8°	YPE NAME(S) BELOW SIGNATURE(S)		(Scal)	(Seal)
	State of Illinois,	County of	in the State aforesaid,	I, the undersigned, a Notary Pu DO HEREBY CERTIFY that Linda (ler her husband	blic in and for said County, Pittner and
		IMPRESS SEAL HERE	personally known to m	e to be the same persons whose names only instrument, appeared before me this de	y in person, and acknowl-
			edged that they sig free and voluntary act, waiver of the right of	ned, sealed and delivered the said instrumer for the uses and purposes therein set forth comestead.	it as, including the release and
	Given under m Commission ex	y hand and official seal, this	13.Eh	day of Allenberg	Notary Public
				ADDRESS OF PROPERTY: 830 Huber Lane	
		NAME	797	Glenview, Illinois 60025 THE ABOVE ADDRESS IS FOR STATURE OF TRUST DEED TRUST DEED	DOCUMENT NUMBER 60025
	1	DDRESS DDRESS	377	SEND SUBSEQUENT TAX BILLS TO: Kenneth M. Pittner	SOS
		ECORDER'S OFFICE BOX NO.	397	(Name) 830 Huber Lane, Glenview, IL (Address)	60025 IMBER

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:

- 2. 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.
- 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 the original or 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 in imbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any ax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all penses paid or incurred in connection therewith, including reasonable 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 a sitor berein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable window notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered, as waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The ". ust'c or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any one statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate of into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall proceed item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything and the reincompanies of principal or interest, or increase default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness h.rety's cured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trust'e shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgag and the properties of the note for the enforcement of a mortgag and the properties of the note for shall have all other rights provided by the laws of Illinois for the enforcement of a mortgag and the properties of the note for attorneys' fees, Trustee's fees, appraiser's it es, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be one of the note for the properties, Torrens certificates, and six illar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such with the evidence to bidders at any sale which may be had pursuant to such decree the true condition of the little to or the value of the premises. In add iter, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured here with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of any one in connection with (a) any action, suit or proceeding, including but not limited to 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) reparations 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 d stributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, inc. where all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured in othe liness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining impaid; 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 complaint to foreclose this T.us' Drid, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after ale without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the new lateral to 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 ase of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any furth times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when Mortgagors, except for the intervention of the premises during the white 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 the production.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shaule 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 mitted for that purpose. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable in es and access thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall T ustee 'e obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be lable or 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 homeof 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 satisfactor, vidi nce that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and it 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 secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a sec soor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporing to be excuted 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, <u>Commercial National Bank of Chicago</u> 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 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.
- 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.

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.

identified herewith under Identification No.	<u> </u>
Trustee	

The Installment Note mentioned in the within Trust Deed has been

END OF RECORDED DOCUMENT