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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 20, 1985 between KENNETH M. YETKA and KATHLEEN G. YETKA, husband and wife, herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, 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 \$62,000.00

** Sixty-Two Thousand and no/100ths ** ----- 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 as set forth in RIDER attached hereto and incorporated herein... of ----- percent per annum, payable semi-annually on the ----- day of ----- and of ----- in each year, all of said principal and interest bearing interest after maturity at the rate of fourteen per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in ----- 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 Donald J. Swider and Connie L. Swider, 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 Palatine COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 10 in Block 26 in Winston Park NorthWest, Unit Number 2, being a subdivision in Section 13, Township 42 North, Range 10 East of the Third Principal Meridian, according to plat thereof recorded in the County Recorder's Office on May 13, 1959 as Document 17,536,792 and re-recorded on June 30, 1959 as Document 17,584,144, in Cook County, Illinois

PTIN: 02-13-306-010 ADDRESS: 102 W. Bissell, Palatine, IL

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.

Kenneth M. Yetka [SEAL] Kathleen G. Yetka [SEAL]

STATE OF ILLINOIS,

County of Cook

I, the undersigned

a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Kenneth M. Yetka and Kathleen G. Yetka, husband and wife,

who are personally known to me to be the same persons whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they each signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of August, 1985.

Notarial Seal

Notary Public

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Page 2

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

- Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) comply with a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- 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, transmit 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.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (and flood damage, where the lender is required by law to have its loan insured) 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.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payments or perform any act hereinafter 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 indebtedness of any, and pay or discharge, or pay or discharge any tax lien or title or claim thereon, or from any tax sale or foreclosure affecting said premises or contain 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein. 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 default hereunder on the part of Mortgagors.
- 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, and into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.
- 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 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 amount or in the performance of any other agreement of the Mortgagors herein contained.
- 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 costs 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, title insurance policies, Torrens certificates, and similar data and assurance 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 holders of 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein, 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) or (c) 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.
- 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 principal note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the 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 receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or 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: (a) the indebtedness secured hereby; or (b) 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; (c) the deficiency in case of a sale and deficiency.
- 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.
- 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.
- 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 any securities satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereof by proper instrument upon a 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 predecessor 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 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 genuine 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.
- 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 or 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 herein given Trustee.
- 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 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.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

SEE THE RIDER ATTACHED AND BY THIS REFERENCE INCORPORATED HEREIN SAID RIDER CONSISTING OF EIGHT PARAGRAPHS ON TWO PAGES..

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

Identification No. 206234
CHICAGO TITLE AND TRUST COMPANY,
By John P. Pote Trustee
Assistant Secretary
Member - State Bar of Illinois

MAIL TO:

Prepared by:
Keith E. Harris, P.C. - Attorneys At Law
(312) 991-2200
55 N. Smith Road
PALATINE, ILLINOIS 60067

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

163 N. Bissell
Palatine, IL

PLACE IN RECORDER'S OFFICE BOX NUMBER

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RIDER

This Rider continues the provisions of that certain Trust Deed and its Note dated August 20, 1985 concerning the Parties namely, to wit:

MORTGAGOR: **KENNETH M. YETKA and KATHLEEN G. YETKA,** husband and wife, (hereinafter for convenience sometimes referred to as "Mortgagor"); and,

TRUSTEE: **CHICAGO TITLE AND TRUST COMPANY,** (hereinafter for convenience sometimes referred to as "Trustee");

NOTE HOLDER: **DONALD J. SWIDER and CONNIE L. SWIDER,** husband and wife, as Joint Tenants with the right of survivorship, (hereinafter for convenience sometimes referred to as "Note Holder");

which Trust Deed and its Note affects the property commonly known as 163 N. Bissell, Palatine, Illinois; (hereinafter for convenience sometimes referred to as the "property" or as "premises").

The Mortgagor hereby agrees that the Trust Deed and its Note referred to above shall be changed and continued according to the provisions set forth hereinbelow:

1. **Payment of the Sum Borrowed.** Mortgagor agrees to pay the sum borrowed herein being \$62,000.00 as follows:

(a) in equal monthly installments of principal and interest of \$412.49 with interest at the rate of 7% per annum included, commencing on September 1, 1985 and continuing on the 1st day of each month thereafter until fully paid. An amortization of said monthly installments shall be based upon a Thirty (30) Year loan term. The final payment of principal and interest herein shall be due on the 1st day of September, 1992, notwithstanding the length of the amortization period. The term hereof shall be for Seven (7) Years and no longer, absent a written extension agreement.

(b) Mortgagor shall pay, at the initial closing, interest from the date of Closing to the end of the month of Closing. Thereafter, principal and interest shall be paid on the 1st of each month following the Closing.

2. **Possible Renegotiation of Terms.** The Mortgagor and Note Holder agree that upon a written notice of intent within six (6) months of the expiration of the seven (7) year term hereof, they will consider a renegotiation of the loan terms.

3. **Real Estate Taxes.** (a) Note Holder agrees to pay in full any and all real estate taxes assessed for the period of time up to and including the date Mortgagor herein takes possession of the premises. Mortgagor shall pay any and all real estate taxes assessed after the date of possession.

(b) Note Holder does not, at this time, require Mortgagor deposits to Note Holder for real estate tax reserves. Mortgagor covenants to make payments for real estate taxes assessed in a timely manner; and further, Mortgagor agrees to send Note Holder copies of real estate tax bills and of the money instrument(s) submitted to the appropriate official in payment of real estate taxes. Such copies shall be submitted within thirty (30) days after tax bills become due.

4. **Insurance Coverage Provisions.** (a) Mortgagor shall provide, at Mortgagor's sole expense, a fire and liability insurance policy(ies) in reasonable amounts naming Note Holder (Trustee, if applicable) and Mortgagor, as their interests may appear, as insured Parties. All such policies shall be in the minimum amount of the balance due on the Note. Mortgagor shall deliver the policies for a one year term along with a paid

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receipt to Note Holder on or prior execution of this Trust Deed and its Note. Mortgagor shall also deliver to Note Holder copies of any and all other correspondence Mortgagor might receive from the insurance agent or carrier including notices and renewal declarations.

(b) Note Holder does not, at this time, require Mortgagor deposits to Note Holder for insurance reserves. Mortgagor covenants to make payments for renewal insurance coverage in a timely manner; and further, Mortgagor agrees to send Note Holder copies of insurance premium statements and of the money instrument(s) submitted to the insurance carrier for renewal premium payments. Such copies shall be submitted within thirty (30) days after insurance premiums become due.

5. **Payment Grace Period.** Any payment required to be made by Mortgagor under the provisions of this Trust Deed and its Note while due on the 1st day of a month, shall not be delinquent unless received by Note Holder with a postmark on the envelope dated after the 15th of the month in which it is due. Any such delinquent payment shall be assessed a late charge of five (5%) percent of the payment.

6. **Prepayment.** Mortgagor shall be permitted to pay in full or in part the balance due Note Holder at any time after the initial closing without any penalty whatsoever.

7. **Due on Sale, Transfer or Assignment.** In the event of a sale, transfer or assignment of any interest in the property by Mortgagor to a third party without the advance written consent of the Note Holder, all the unpaid indebtedness shall become immediately due and payable, at the sole election of the then Note Holder.

8. **Interpretation of Rider Terms.** Mortgagor agrees that all other terms and provisions of said Trust Deed and its Note shall remain in full force and effect and that the content of these paragraphs 1 through 8, both inclusive, shall at all times control the interpretation or construction of the Trust Deed and its Note in the event of any conflict between any terms of the Trust Deed and its Note and the provisions of this Rider.

MORTGAGOR:

Kenneth M. Yetka
Kenneth M. Yetka

MORTGAGOR:

Kathleen G. Yetka
Kathleen G. Yetka

Prepared by:

KEITH E. HARRIS, P. C., Attorneys at Law
55 N. Smith Road, Palatine, Illinois 60067

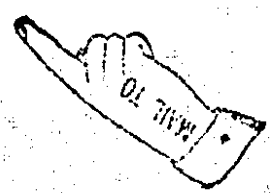
MAIL TO:

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Clerk's Office

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