

# UNOFFICIAL COPY

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8 5 1 5 2 4 7 TRUST DEED

THIS INDENTURE, Made August 15 , 19 85 , between Thomas S. Kasberger and Patricia D. Kasberger, his wife  
herein referred to as "Mortgagors," and First National Bank  
of Mount Prospect, a national banking association  
residing in Mount Prospect , Illinois, (herein referred to as Trustee),  
witnesseth:

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

SIXTY ONE THOUSAND SIX HUNDRED AND NO/100----- Dollars (\$61,600.00 ),  
evidenced by one certain Note of the Mortgagors of even date herewith, made payable  
to BEARER, and delivered, in and by which said Note the Mortgagors promise to pay the  
said principal sum and interest on the balance of principal remaining from time to  
time unpaid at the rate of  $P+1\frac{1}{2}^*$  per annum prior to maturity as follows:  
 $P+1\frac{1}{2}^*=4\frac{1}{2}$  over lender's prime, floating

SIXTY ONE THOUSAND SIX HUNDRED AND NO/100----- Dollars (\$ 61,600.00 ),  
on the 1st & 15th DEMAND . All payments on account of the indebtedness  
evidenced by said Note shall be first applied to interest on the unpaid principal  
balance and the remainder to principal unless paid when due shall bear interest at the  
rate of  $P+4\frac{1}{2}**$  per cent per annum.

$P+4\frac{1}{2}**=4\frac{1}{2}$  over lender's prime, floating

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 per-  
formed, 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 Mount Prospect  
County of Cook and State of Illinois, to wit:

Lot 380 in Brickman Manor 1st addition Unit 3 being a Subdivision of part of  
South West 1/4 of Section 26, Township 42 North, Range 11 East of the Third  
Principal Meridian, in Cook County, Illinois.  
PIN#03-26-315-01980.

Property address: 1008 Hemlock, Mount Prospect, IL

THIS IS A JUNIOR TRUST DEED ON THE SUBJECT PREMISES

Document prepared by: Michael F. Garcia, Loan Officer, First National Bank of Mount Prospect  
which, with the property hereinafter described, is referred to herein as the "premises" 999 N. Elmhurst Rd., mt. Prospect, IL.

TOGETHER with all buildings, improvements, tenements, fixtures, and appurtenances thereto belonging, and all rents, issues, gains, and  
profits reaped 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  
as security for the payment of the indebtedness secured hereby and not severally), and without limiting the generality of the foregoing, all apparatus  
and equipment of every kind now or hereafter there is or there may be used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single  
units or centrally controlled), and ventilation, and all screens, window shades, storm doors and windows, brackets, floor covering, gas and electric fixtures,  
stoves, bathtubs, sinks, and water closets. 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 other apparatus, equipment or articles hereinafter placed on the premises by the mortgagor or their successors or assigns shall be con-  
sidered 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors (1) shall promptly repair, restore or rebuild any buildings or improvements new or hereafter on the premises which may become  
damaged or destroyed; (2) shall keep said premises in good condition and repair, without waste and free from mechanic's or other liens or claims or for  
any amount not expressly authorized to the lien hereof, except taxes and other governmental assessments and excise; (3) shall pay when due any indebtedness which  
may be incurred by a lien or charge on the premises superior to the lien hereof, and upon written exhibits satisfactory evidence of the discharge of  
prior liens to Trustee or to holders of the Note; (4) shall complete within a reasonable time any building or buildings new or at any time in process of  
erection upon said premises; (5) shall comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof;  
(6) shall make no material alterations in said premises except as received by law or municipal ordinance, without prior written consent of Trustee or  
holders of the Note being first had and obtained; and (7) shall not sell, transfer, assign or otherwise alienate (whether by sale, lease, contract or otherwise), or  
encumber or suffer or permit any lien or encumbrance (whether or not record or registered by the law or otherwise) to exist upon the premises, or any  
part thereof, or any interest therein, without prior written consent of Trustee or holders of the Note being first had and obtained.

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 same 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 new or hereafter erected on said premises insured against loss or damage by fire and  
such other hazards or contingencies as the holders of the note may require, under policies providing coverage by an insurance company or companies  
affiliated with it for the sum of replacing or repairing the same or to the full in full the indebtedness secured thereby, all in an amount 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, a. it rights to be evidenced by the  
standard mortgage clause to be attached to each policy, and shall deliver additional and renewal policies, to holders of the Note, and to case of insurance above to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case Mortgagors shall fail to perform any covenant herein contained, Trustee or the holders of the Note may, but need not, make any pay-  
ment or perform any act hereinabove required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial pay-  
ments of principal or interest on prior occurrences, if any, and prosecute, compromise or settle any tax lien or other prior lien or title or claim  
thereof, or recover from any tax sale or forfeiture, attorney and expenses or costs or any tax assessment. All amounts paid for any of the purposes  
aforementioned, or any amount paid by Trustee in the discharge of any liability, shall be a debt due and payable to Trustee for each day occurring during which notice  
herein authorized may be taken, shall be an interest additional indebtedness accrued hereby and shall become immediately due and payable without notice and  
with interest thereon at the rate of seven per cent per annum. Interest of Trustee or holders of the Note shall never be considered as a waiver of any right  
pertaining to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the Note hereby agree and warrant making any payment hereby authorized relating to taxes or assessments, may do so  
according to any bill, statement or estimate prepared from the appropriate public office without regard to the accuracy of such bill, statement or estimate  
or to the validity of any tax, assessment, rate, fee, charge, or like item levied or stated thereon.

6. Mortgagors shall pay each sum of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the  
option of the holders of the Note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to  
the contrary, become due and payable (a) to the sum of default for ten days in making payment of any indebtedness  
or principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any covenants of the Mortgagors  
herein contained.

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7. 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 Note hereof. In any suit to foreclose the Note hereof, there shall be allowed and bifurcated an additional liability due to the trustee for only all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the Note for reasonable attorney's fees, Trustee's time, expenses for documentary and related evidence, stenographer's charges, publication costs and costs (which may be reasonably as to trustee to be compensated after entry of the decree) of recovering all sums abstracted of this Note, all attorneys and consultants' expenses, trustee's costs, trustee's certificate of service, and other expenses which may be paid or incurred by or on behalf of the trustee to the full collection of the Note to the value of the proceeds. All expenditures and expenses of the trustee in this paragraph mentioned shall become no such additional Indebtedness hereby secured and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the Note in connection with (a) any acceleration, mandatory prepay and bankruptcy provisions, 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 enforcement herein after accrued 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 property herein, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, all amounts of all costs and expenses incident to the foreclosure proceedings, including all such losses as are sustained in the preceding paragraph herein; second, all amounts which under the terms herein constitute accrued Indebtedness (including) to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any amount to Mortgagor, their heirs, legal representatives or assigns, to their respective spouses.

9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court to which such bill is filed may appoint a master of acid processes. Such appointment may be made either before or after suit, without notice, without regard to the accuracy or insufficiency of Mortgagor or the title of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied or not and the trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, leases and profits of said premises during the pendency of such foreclosure suit and, to the end of a sale and deficiency, during the full statutory period of redemption, other than the redemption of real estate, and, to the end of any further time when Mortgagor, except for the nonpayment of such receiver, would be entitled to collect such rents, leases and profits, and all other powers which may be necessary or are usual in such cases for the protection, preservation, collection, administration and operation of the property during the period of such period. The Court from time to time may substitute the receiver to apply the net income to be had in payment in whole or in part of: (1) the Indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any part, option, assignment or other title which may be or become therein, the Note hereof or 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 on the enforcement of the Note or any provision hereof shall be subject to any defense which would not be good and available to the party interposing it as to an action or law upon the Note hereby secured.

11. Trustee or the holder 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 obliged to record this Trust Deed or to execute any power or authority given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except to the extent of his own gross negligence or willful neglect or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before executing any power herein given.

13. Trustee shall release this Trust Deed and the Note hereunder by proper instrument upon presentation of satisfactory evidence that all Indebtedness created 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 directly or otherwise, have, produced and exhibited to Trustee the Note, representing that all Indebtedness hereby secured has been paid, which representative Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the original Note having discontinued any claim which bears on a certificate of indorsement purporting to be executed by a prior trustee hereunder or which conforms to the description and nature of the Note and which purports to be executed by the person herein designated as the maker thereof; and where the release is given to the original trustee and it has been executed by a certificate of indorsement identifying name of the Note described herein, it may accept as the genuine Note herein described as a 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 person herein designated as maker thereof.

14. Trustee may record 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 nonrecording, inability or refusal to do so of the above-named Trustee, then the Chicago Title and Trust Company, of Cook County, Illinois, shall be and it is hereby appointed trustee in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as the trustee given Trustee, and no Trustee or successor shall be liable 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 Mortgagor, and the word "Mortgagor" 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 Note or this Trust Deed.

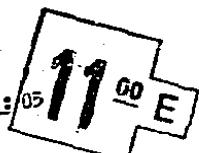
16. The Trustee, individually, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a definite sum shall have been paid, and said Trustee as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to all the rights and remedies and to all the same rights and remedies as are to the holder of the Note given to the holder of the Note with like effect as if said Trustee were not the Trustee hereunder. No holder of the interest of said Trustee as a holder of the Note and as Trustee hereunder shall ever be deemed to have executed or bypassed. Any actions or remedies provided in this Trust Deed to be taken by the Trustee or the holder of the Note may be taken jointly by the Trustee and any holder of the Note.

Witness the hand \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagor the day and year above written.

*X Thomas S. Kasberger* (SEAL) *X Patricia D. Kasberger* (SEAL)  
Thomas S. Kasberger (SEAL) Patricia D. Kasberger (SEAL)

STATE OF ILLINOIS  
County of Cook } SS.

26 AUG 85 1:05



I, Patricia D. Kasberger, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Thomas S. Kasberger and Patricia D. Kasberger, his wife

who are personally known to me to be the same persons whose names are certified in the foregoing instrument, appeared before me this day to present and acknowledge that they have signed, sealed and delivered the said instrument on 26 Aug 85 A.D. 1985 for the uses and purposes thereto set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notary Seal this 26 Aug 85 day of August A.D. 1985.

My Commission Expires June 20, 1989

Notary Public

## IMPORTANT

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

The Indebtedness Note mentioned in the within Trust Deed has been identified herewith under Identification No. T0142  
FIRST NATIONAL BANK OF MOUNT PROSPECT, as Trustee  
By *Sigrid P. Blawie*  
Trust Officer