

UNOFFICIAL COPY

TRUST DEED

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100 MAY 1979

COOK COUNTY, ILLINOIS 7 3 85 473 322

105 SEP -4 11:42

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 27 1985, between Frank D. Campion and Georgene H. Campion, his wife of the village of Winnetka, County of Cook, State of Illinois

herein referred to as "Mortgagors," and
THE WINNETKA BANK,

an Illinois corporation doing business in Winnetka, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Fifteen Thousand and 00/100 Dollars, (\$15,000.00)

widened by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE WINNETKA BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 31, 1985 on the balance of principal remaining from time to time unpaid at the rate specified in said note, and in installments as follows: Quarterly Interest beginning

Dollars on the 30th day of November 1985 and

Dollars on the day of each quarter thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due one the 31st day of August 1986 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 rate of 15.50 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 WINNETKA BANK in the Village of Winnetka, Cook County, Illinois.

NOW, THEREFORE, the Mortgagors do 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 to consideration of the sum of One Dollar be 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 Winnetka, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Legal Description

The West 1/4 of Lot 10 in Block 3 in Farland's Addition to Winnetka, said Addition being a Subdivision of the North 120 acres of the South West 1/4 of Section 21, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 679 Hill Road, Winnetka, Illinois 60093

permanent tax # 05-21-311-021

11 00

THIS IS A JUNIOR MORTGAGE

which, with the property hereinabove 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 during all such time as Mortgagors shall be entitled thereto (whether placed generally or separately with said real estate and not specifically described), and all apparatus, equipment and 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, indoor 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 constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose and upon the terms and trusts hereinafter 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 and seal of Mortgagors the day and year first above written.

(SEAL) *Frank D. Campion* (SEAL)

(SEAL) *Georgene H. Campion* (SEAL)

STATE OF ILLINOIS

County of Cook

I, Andrea Lederer

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

Frank D. Campion and Georgene H. Campion, his wife

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

GIVEN under my hand and Notarial Seal this 30th day of August A.D. 1985

Andrea Lederer
Notary Public

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

1. Mortgagors shall (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 mechanics 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) make no material alterations in said premises except as required by law or municipal ordinance.
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 duplicate receipts therefor, and shall account to 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 or windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay to 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 date of expiration.
4. Mortgagors in any form and manner desired, assignments, and more, but need not, make full or partial payments of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or release from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies 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 shall be taken, and held as additional indebtedness secured hereby. Taxes and monies shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, in action 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.
5. The Trustee or the holders of the note hereby secured may pay any amount 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.
6. 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 holder of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this note to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
7. When the indebtedness herein secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness on 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 due process, and expert evidence, stenographists' charges, publication costs and costs which may be estimated as to amounts to be expended after entry of the decree or proceeding, and all other amounts, including attorney's fees, which may be necessary to collect the same. After the decree such suit of action, or otherwise, shall commence such suit of action, or otherwise, for the recovery of the amount of the decree, 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 seven 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, or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced.
8. The proceeds of any foreclosure suit 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 herein constitute valid and indefeasible 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 Mortgagors, then heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill of foreclosure in the 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 suit, 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 property or whether same may be held in trust or otherwise. The receiver of the note and the Trustee hereunder may be appointed such receiver, which receiver shall have power to collect such rents, issues and profits of said premises during the pendency of such foreclosure suit, and, in case of a sale and 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 are used 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 part of the sum due. In the event of nonpayment of the indebtedness secured hereby, or of any other foreclosing this trust deed by any tax, special assessment or other sum which may be or become superior to the lien hereof or of such decree, prior and 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 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.
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 true, 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 shall Trustee 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, but it may require indemnity satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after the execution of this trust deed, and without notice to the Trustee, file a copy of this trust deed with the 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 power and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
14. 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 note or this Trust Deed.
15. The Instalment Note hereby secured is subject to prepayment in the manner and upon the conditions set forth in said note.
16. The Instalment Note hereby secured is subject to prepayment in the manner and upon the conditions set forth in said note.
17. **Restrictions of Transfer.** It shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Mortgagor the Mortgagor shall effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer or alienation of the Premises or any part thereof, or interest therein.

THIS DOCUMENT PREPARED BY
 D. BRUCE MAGERS
 VICE PRESIDENT AND LOAN OFFICER
 791 ELM STREET
 WINNETKA, ILLINOIS 60093

IMPORTANT

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

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Loan No. _____

THE WINNETKA BANK, as Trustee

by 
 Assistant Secretary
 Vice President
 Town Officer

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

679 Hill Road

Winnetka, Illinois 60093

RECORDER'S OFFICE BOX NUMBER - 333 - JH

85
 173
 322

D NAME The Winnetka Bank

L STREET 791 Elm Street

V CITY Winnetka, Illinois 60093

R INSTRUCTIONS OR

Y