

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 25 1986, between Eugene Peter Boudart and Jodi Bauer Boudart, his 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 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 One Hundred Fifty Thousand and 00/100-----

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 9 3/4 per cent per annum in instalments (including principal and interest) as follows: One Thousand Two Hundred Ninety Six and 33/100----- 1st

of October 19 86 and One Thousand Two Hundred Ninety Six and 33/100 Dollars or more on the ___ day of the 1st 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 1st day of September, 1991. 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 10 3/4 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 CAPITOL BANK AND TRUST in said City, Chicago, Illinois

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 Northbrook COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 4 in Block 106 in White Plains, Unit ___ being a Subdivision in Section 8, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

PIN #04-08-206-004

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COOK COUNTY RECORDER

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 and seal of Mortgagors the day and year first above written.

Eugene Peter Boudart [SEAL] Jodi Bauer Boudart [SEAL]
Eugene Peter Boudart [SEAL] Jodi Bauer Boudart [SEAL]

STATE OF ILLINOIS,

County of Cook

SS.

I, The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Eugene Peter Boudart and Jodi Bauer Boudart, his wife

who are personally known to me to be the same persons whose names 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.

Given under my hand and Notarial Seal this 25th day of August 19 86

12.00 MAIL

[Signature] Notary Public

Notarial Seal

Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment.

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Mortgagor does hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on his own behalf, and on behalf of each and every person, except decree or judgment creditors of the mortgagor acquiring any interest in or title to the premises subsequent to the date of this trust deed.

The undersigned agrees to pay to the Holder of this Note on each monthly payment date, an additional amount equal to one-twelfth (1/12) of the annual taxes and assessments levied against the mortgaged premises, all as estimated by the Holder of the Note. As taxes and assessments become due, the Holder of the Note is authorized to use such monies for the purpose of paying such taxes or assessments, and in the event such monies are insufficient for such purpose, the undersigned agrees to pay to the Holder of the Note the difference forthwith.

A. In the event of default in any of the provisions contained in this Trust Deed, the Mortgagee, at its option, without being required to do so, may apply any tax deposits on hand on any of the indebtedness hereby secured, in such order and manner as the Mortgagee may elect.

It is covenanted and agreed between the Mortgagor and the Holder of the Note that the Mortgagor will not contract for, nor make any additional mortgage or encumbrance on the above described property, without the prior written consent of the Holder of the Note. In the event any additional Mortgagor encumbrance is incurred without the prior written consent of the Holder of the Note, at the option of the Holder of the Note, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become immediately due and payable.

Any sale, agreement for deed, transfer or conveyance of the within described premises, subsequent to the date of this instrument, shall at the option of the Holder thereof, cause the remaining unpaid balance due on this instrument or the Note which it secured, to become immediately due and payable.

In the event of any insured damage to or destruction of the premises, or any part hereof, any insurance proceeds receivable under any policy are hereby assigned to the Holder of the Note and it shall be applied, at the option of the Holder of the Note, in any one or more of the following ways:

- A. Applied upon the indebtedness secured hereby, whether such indebtedness then being matured or unmatured, in such order or manner as the Holder of the Note may elect;
- B. Used to fulfill any of the covenants contained herein as the Holder of the Note may determine;
- C. Used for the restoring, repairing, replacing or rebuilding of the premises or any part thereof.

In the event that proceeds of insurance, if any, shall be made available to the Mortgagors for the restoring, repairing, replacing or rebuilding of the premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by the Holder of the Note.

Mortgagor at its own cost and expense, will (i) at all times, promptly and faithfully abide by, discharge and perform all the covenants, conditions and agreements contained in all leases of the premises; (ii) enforce or secure the performance of all the covenants and conditions on the part of the Lessees to be kept and performed; (iii) furnish Holder of the Note within ten (10) days after request, a written statement containing the names of all Lessees, terms of all leases of the premises, and the rentals payable thereunder.

The Holder of the Note shall have the option to declare this Trust Deed in default because of a default of Landlord in any leases of the premises.

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