



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 24th 19 86, between

BLANCHE A. SCHNEIDER, Divorced and not since remarried, herein referred to as "Mortgagors," and LASALLE NATIONAL BANK, a National Banking Assn. 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

TWENTY THOUSAND AND NO /100ths (\$20,000.00) ----- 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 Oct. 24th, 1986 on the balance of principal remaining from time to time unpaid at the rate of 6% per cent per annum in instalments (including principal and interest) as follows:

One Hundred Sixty-Eight and 78/100ths (\$168.78) Dollars or more on the 24th day of Nov. 19 86, and One Hundred Sixty-Eight and 78/100ths (\$168.78) Dollars or more on the 24th 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 24th day of Sept. 1988. 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 9% 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 Alice Stastny 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 City of Park Ridge COOK AND STATE OF ILLINOIS, to wit:

Lot 11 in Block 18 in the Hulbury Devonshire Terrace, a Subdivision in the Southeast Quarter of Section 34, Township 41 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded February 13, 1925, as Document No. 8774016 in Cook County, Illinois.

Property Index No. 09-34-413-023 Property Address: 1008 S. Western Avenue, Park Ridge, Ill. 60068

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. Blanche A. Schneider

STATE OF ILLINOIS, I, Joseph W. Lang a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Blanche A. Schneider, Divorced and not since remarried who personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 24th day of October 19 86 Joseph W. Lang Notary Public

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

By  
THE CHICAGO TITLE AND TRUST COMPANY  
Trustee  
Assistant Secretary/Assistant Vice President  
Identification No. 82767

1. Mortgages 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 mechanics' or other liens or claims for labor 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 up to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such indebtedness to Trustee or to holders of the note; (d) complete within a reasonable time any building or building 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.

2. Mortgages shall pay generally attached 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 applicable copies of all such records. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax applicable to the premises.

3. Mortgages shall keep all buildings and improvements now or hereafter on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the latter is provided for by law) to have its loan so insured under policies providing for payment by the insurance companies of money sufficient to pay the cost of repairing or replacing the same, or to pay in full the indebtedness secured by the mortgage, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or to 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 hereof, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim hereof, or redeem from any tax sale or forfeiture affecting said premises, or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holders of the note, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter authorized, shall be a first lien in priority to all other liens or claims against the premises, and shall have the same priority as if the same had been advanced by the mortgagor.

5. The Trustee or the holders of the note hereby authorized making any payment hereof 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 hereof.

6. Mortgages 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 note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any provision to the contrary, become due and payable (a) immediately in the case of default in the making of any payment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any of the covenants of the Mortgages herein contained.

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 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 expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, and expenses for documentary and expert evidence, nonprophets' charges, publication costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, condition of the title, or the value of the premises. All expenses and expenses of the nature in this paragraph mentioned shall become due and payable immediately due and payable, with interest thereon at a rate equivalent to the post mortem rate set forth in the note, and the mortgagor shall be deemed to have agreed to pay the same, and to pay in full the indebtedness secured by the mortgage, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or to 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.

8. The Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim hereof, or redeem from any tax sale or forfeiture affecting said premises, or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holders of the note, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter authorized, shall be a first lien in priority to all other liens or claims against the premises, and shall have the same priority as if the same had been advanced by the mortgagor.

9. Upon, or at any time after the filing of a bill to foreclose, the court in which such bill is filed may appoint a receiver of and to exercise any power herein given unless expressly obligated by the terms hereof, not to 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 indemnities satisfactory to it before exercising any power herein given.

10. 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 fully paid, and Trustee may execute and deliver a release hereof, and at the request of any person shall, either voluntarily, or under court order, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured, has been paid, which representation, Trustee may accept as true without inquiry. Where a release is required of a successor Trustee, the person designated as maker hereof, shall execute the same in substance with the description herein contained of the note and which purpose to be placed in the hands of the person herein designated as maker hereof, and where the release is requested of the original Trustee and it has never been executed by a prior Trustee hereunder or which conforms with the description herein contained of the note and which purpose to be placed in the hands of the person designated as maker hereof, 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 note and which purpose to be executed by the person herein designated as maker hereof.

11. 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 of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder and shall have the identical title, powers and authority as are herein given Trustee.

12. The Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured by this trust deed, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

13. 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. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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