

UNOFFICIAL COPY

TRUST DEED

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CTTC 7

DEPT-01 RECORDING THE ABOVE SPACE FOR RECORDER'S USE ONLY 11/17/86 12:26:00 \$11.25

THIS INDENTURE, made September 1, 1986, between Roger Castino and Chris Castino, Cook County Recorder

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 \$9,675.00

Nine thousand six hundred seventy five dollars and 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF CENTURY 21 McKnight & Nash, Inc.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of nine (9) percent per annum in instalments (including principal and interest) as follows: Eight hundred seventy and 75/100 Dollars or more on the 1st day of September 1987 and Eight hundred seventy and 75/100 Dollars or more on the 1st day of each year 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, 1989.

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, Cook County, Illinois, to wit:

Legal Description: Lot 15 in the Northbrook Knolls, a resubdivision in the NW 1/4 of Section 9, Township 42 North, Range 12, East of the third principal meridian, in Cook County, Illinois. Commonly known as: 2660 Appletree, Northbrook, IL 60062 Tax ID: 04-09-103-028

This trust deed shall be subordinate to a subsequent trust deed placed on the real estate by the owners provided said new trust deed does not exceed \$85,000.

The principal sum due under the secured note shall be cancelled and this trust deed released, in the event the Articles of Agreement for deed are not paid in full or closed.

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, in ducting (without recirculating the foregoing), screens, window shades, storm doors and windows, floor coverings, inlaid beds, awnings, stoves, 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 seals of Mortgagors the day and year first above written.

Roger Castino (SEAL) Chris Castino (SEAL)

STATE OF ILLINOIS, Thomas J. Rebarchak, Jr., Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Roger Castino and Chris Castino

THIS DOCUMENT PREPARED BY BERNARD MICHNA 820 DAVIS EVANSTON, IL 60201

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 a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of September 1986

Thomas J. Rebarchak, Jr. Notary Seal

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UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

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

MAIL TO:

CHICAGO TITLE AND TRUST COMPANY,  
Trustee

FOR THE PROTECTION OF BOTH THE BORROWER AND  
TRUST COMPANY, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

Identification No. 7138

1. Mortgages shall 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 water, and from mechanical or other leaks or claims for non-explicitly subordinated to the lien hereof; (c) pay any indebtedness which may be secured by a lien or charge on or to the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or charge on or to the premises; (d) comply with all requirements of law or municipal ordinance which respect to the premises and the use thereof; (e) make no material alteration in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay interest on any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, electric 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. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms (and flood damage, where the lender is required by law to have a loan so insured) under policies providing for payment by the insurer companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness incurred hereon, all in companies satisfactory to the holders of the note, and insurance policies payable, in case of loss or damage, to Trustee or to the lender, 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 thereon, Trustee, for 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 thereon, or reduce from any sale or foreclosure affecting said premises or contain any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money 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 hereunder 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 mortem rate set forth in the note securing this trust deed. If any, otherwise the pre-mortem rate set forth in the note, inaction of Trustee or holder 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 Mortgages.

5. The Trustee 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 prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, fine, forfeiture, tax lien or title or claim thereon.

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 anything to the contrary in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment or principal or interest on the note, or (b) when default shall occur and continue for three days in the performing of any other agreement 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. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness of the note for attorneys' fees, a reasonable fee, a reasonable cost, and expenses which may be paid or incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, a reasonable fee, and expenses for documentary and export evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of producing or procuring all such abstracts of title, title searches and examinations, the necessary papers to present such suit or to evidence to bidders at 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 the 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 mortem rate set forth in the note securing this trust deed. If any, otherwise the pre-mortem rate set forth in the note, inaction of Trustee or holder 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 Mortgages.

8. 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 process, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute a secured indebtedness additional to that evidenced by the note, with interest, legal fees, attorney's fees, and other expenses, as their rights may appear.

9. 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 the premises, or of any part thereof, or of the proceeds of the sale of the premises, or of any other part thereof, and may make such appointment as he may deem proper, 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 thereon, or reduce from any sale or foreclosure affecting said premises or contain any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money 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 hereunder 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 mortem rate set forth in the note securing this trust deed. If any, otherwise the pre-mortem rate set forth in the note, inaction of Trustee or holder 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 Mortgages.

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 interpleading 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 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 hereon 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 of that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereon 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 fully paid; and Trustee may execute and deliver a release hereof, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing the same, and all indebtedness hereby secured thereon, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor Trustee, the person by a prior Trustee hereunder or which conforms with the description herein contained of the note and which purports to be placed by the executor by the person herein designated as the maker hereof; and where the release is requested of the original Trustee and it has never been recorded or 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 persons herein designated as makers hereof.

14. 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 this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This 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 note when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. 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.

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