

2082

UNOFFICIAL COPY

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86024082



TRUST DEED

710083

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 10, 1986, between VICKI ELIZABETH MOELLER (divorced and not since remarried)

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 FORTY-TWO-THOUSAND DOLLARS (\$42,000.00) ----- 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 January 10, 1986 on the balance of principal remaining from time to time unpaid at the rate of 11% percent per annum in instalments (including principal and interest) as follows:

Three-Hundred-Eighty-Five (\$385.00)----- Dollars or more on the 1st day of February 1986 and Three-Hundred Eighty Five (\$385.00)---- Dollars or more on 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 January, 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 15% per annum, and all of said principal and interest being made payable at such banking house or trust company in Elk Grove Village, 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

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 Arlington Hts. COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See attached for Legal Description

Prepared by: Susan J. Craven, 3311 Meadow Lane, Glenview, Illinois 60025

08-15-304-003-1026

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12:00 MAIL

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.  
Vicki Elizabeth Moeller (SEAL)  
VICKI ELIZABETH MOELLER (SEAL)

STATE OF ILLINOIS, I, SUSAN J. CRAVEN  
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT VICKI ELIZABETH MOELLER (divorced and not since remarried) who is 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 10th day of January 19 86.  
Susan J. Craven Notary Public

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PLACE IN RECORDERS OFFICE BOX NUMBER

3311 Meadow Lane  
Glenview, Illinois 60025

SUSAN J. CRAVEN

MAIL TO:

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

Assistant Secretary/Assistant Vice President

By *[Signature]*  
CHICAGO TITLE AND TRUST COMPANY, Trustee.

Identification No. 770083

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

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 mechanical or other liens or claims superior to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on or claims 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; (d) complete within a reasonable time any building or buildings 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 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. 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 windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in 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 or to holders of the note, and in case of insurance about to expire, shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance clause to be attached to each policy, and shall remove all policies not less than ten days prior to the respective dates of expiration.

4. In case of default by the holders of the note, but need not, make any payment or perform any act herebefore 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 therefor, 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 concerning which action herein authorized 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 mature rate set forth in the note securing this trust deed. If any, otherwise the premium rate set forth therein. Inaction 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 Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereunder 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.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, to 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 the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making 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 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, appraisers' fees, costs for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to produce such suit or to evidence to bidders at any sale which may be pursuant to such decree the true condition of the title or of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and payable, with interest thereon at a rate equivalent to the post mature rate set forth in the note securing this trust deed. If any, otherwise the premium rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with the foreclosure proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant. As reason for this trust deed or any indebtedness hereby secured, or (b) preparatory to the commencement of any suit for the foreclosure hereof, either actual or threatened suit or proceeding which might affect the premises or the security hereof, whether or not preparations for the defense of any threatened suit or proceeding are made prior to foreclosure whether or not actually commenced; or (c) superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (d) the deficiency in case of a sale and deficiency. 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 enforcing 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 execute any power herein given unless expressly obligated by the terms hereof, not 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.

13. Trustee shall release and the lien thereof by proper presentation 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 that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number, pertaining to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person designated as the makers 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 premises are situated shall be Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

14. 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 indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

15. 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

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

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RIDER TO TRUST DEED AND NOTE MADE BY AND BETWEEN VICKI ELIZABETH MOELLER AND CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE DATED JANUARY 10, 1980.

NOTWITHSTANDING, the terms and conditions set forth on the Trust Deed and Note to which this Rider is attached, the following terms and conditions shall be added to and be construed as part of the Trust Deed and where there is a variance the following conditions and stipulations shall control.

1. The mortgagors agree that this Trust Deed and Note shall not be assigned, nor its obligations assumed, by any other party except in the case of devise and descent or by reason of death by the beneficiaries of the Trust acting as Mortgagor, and no interest in the real estate shall be assigned, conveyed hypothecated or sold on an installment basis in the manner of a contract sale without first obtaining the written consent of the holders of the Note. It is also hereby agreed that in the event of a breach of this Agreement, the holders of the Note shall have the right to accelerate all payments due under said Note and declare an immediate default by taking such action in any court of competent jurisdiction without further notice to the mortgagor hereunder maintaining such actions or combinations thereof in law and equity as may be available to the holders of the note, whether under the provision of this Trust Deed or otherwise. It is hereby further agreed that if any action is necessary in a court of law due to the default of the mortgagor, then the Mortgagor, its successors and or assigns shall be responsible for all attorney's fees necessary for such court action.

2. The mortgagors shall have a grace period of ten (10) days from the due date hereunder in which to make payment of principal and interest to the holder of note. Thereafter, the interest shall increase pursuant to the Trust Deed on the principal balance unpaid. The mortgagee may accept any lesser amount, but such acceptance shall not cause a waiver or any estoppel of any rights that are given the mortgagee for any subsequent payments.

4. The balance of principal due thereunder may be prepaid at any time without penalty. No prepayment shall relieve the mortgagor from the next payment due hereunder of principal and interest. Any payments shall be first applied to unpaid interest to the date of prepayment and then to principal. No prepayment shall operate to reduce the payments provided for herein.

5. The mortgagor shall be making interest only payments and the entire amount of \$42,000.00 if not sooner paid shall be due on or before January 1, 1988.

6. There shall be no prepayment penalty of any kind.

7. The mortgagor hereby agrees to escrow monthly (1/12th) of the yearly taxes.

*x Vicki Elizabeth Moeller*  
VICKI ELIZABETH MOELLER

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Property of Cook County Clerk's Office

66015000

LEGAL DESCRIPTION

UNIT 213 IN CEDAR GLEN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 IN BLOCK 7 IN CEDAR GLEN SUBDIVISION OF LOTS 1, 5 AND 6 IN OWNER'S SUBDIVISION OF THE WEST 15 RODS OF THE SOUTH EAST 1/4 AND THE EAST 46/80THS (AS MEASURED ON THE NORTH LINE AND THE SOUTH LINE) OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25922438 TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

Property Address  
810 E SHADY WAY  
ARLINGTON HTS. IL 60005

710083

86024082

Cook County Clerk's Office

