UNOFFICIAL COPY 186083791

TRUST DEED (MORTGAGE) VARIABLE RATE

****	City of Northbrook, County of Cook,
anking asso	nois (hereinafter called "Grantors") and BOULEVARD BANK NATIONAL ASSOCIATION, a national ciation doing business in the City of Chicago, County of Cook, State of Illinois, together essors and assigns, called the "Trustee");
	WITNESSETH:
WHEREA	S, Grantors are indebted to the Trustee in the principal sum of Twenty-eight Thousand and no/100
mich indebter Aereament").	dness is evidenced by the Grantor's Note and Security Agreement (hereinafter called the providing for periodic payments as called for therein, with the balance of the if not paid at an earlier date, due and payable on
ndebtedness, nder the April escribed real	EREFORE, to secure the payment, in accordance with the provisions of the Agreement of Said and the performance of all other covenants, agreements and obligations of the Grantors with and hereunder, the Grantors hereby COVENANT and WARRANT to the Trustee the following lestate (hereinafter called the "premises") situated in the
	Loc 25 in Arrowhead bein a Subdivision of parth of the North West
	Loc 20 in Arrowhead bein a Subdivision of parth of the North West quarter of Section 17, Township 42 North, Range 12, East of the
	quarter of Section 17, Township 42 North, Range 12, East of the
	quarter of Section 17, Township 42 North, Range 12, East of the
	quarter of Section 17, Township 42 North, Range 12, East of the

belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of

The Grantors covenant and agree: (1) to pay stid indebtedness, and all other amounts that may be payable under the Agreement as provided in the Agreement ar according to any agreement extending the time of payment; (2) to pay, before any penalty attaches, all takes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after any destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste to the premises shall not be comitted or suffered. (5) to keep all buildings and other improvements now or hereafter on the premises insured against such risks, for such amounts and with such companies and under such policies and in such form, all as shall reasonably be satisfactory to the legal holder of the Agreement, which policies shall provide that loss the aunder shall be payable first to the holder of any prior encumbrance on the premises and second to the Trustee, as their respective interests may appear, and, upon request, to furnish to the Trustee or to find legal holder of the Agreement satisfactory evidence of such insurance; and (6) to pay, when due, all indeftedness which may be secured by any prior encumbrances on the premises.

The Grantors further agree that, in the event of any failure to so insure, or pay taxes or assessments, or pay the indebtedness secured by any prior encumbrances, either the iristee or the legal holder of the Agreement may, from time to time, but need not, procure such insurance, or pay such taxes and assessments, or discharge or purchase any tax lien or title affecting the precises, or pay the indebtedness securing any prior encumbrances on the premises; and the Grantors early to reimburse the Trustee or the legal holder of the Agreement, as the case may be, upon demand, for all immunts so paid, together with interest thereon at the highest lawful contract rate from the date of promint to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or of any covenants or agreements contained in the Agreement, the indebtedness secured hereby shall, at the option of the legal holder of the Agreement, without demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, to the same extent as if such indebtedness had matured by its express terms.

The Grantors further agree that all expenses and disbursements paid or incurred on behalf of the Trustee or the legal holder of this Agreement in connection with the foreclosure hereof (including reasonable attorneys' fees, outlays for docimentary avidence, stenographers' charges and cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee or the legal holder of the Agreement, as such, may be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor the release hereof given, until all such expenses and disbursements, and the costs of suit, including attorneys' fees have been paid. The Grantors, for the Grantors and for the heirs, executors, administrators, successors and assigns of the Grantors, waive all right to the possession of and income from the premises pending such foreclosure proceedings, and agree that, upon the filing of any and income from the premises pending such foreclosure proceedings, and agree that, upon the filing of any complaint to foreclose this Trust Deed, the Court in which such complaint is filed may at once, and without notice to the Grantors, or to any party claiming under the Grantors, appoint a receiver to take possession or charge of the premises with power to collect the rents, issues and profits of the premises.

Property of Cook County Clerk's Office

本のない

UNOFFICIAL COPY

The Trustee shall, upon receipt of its reasonable fees, if any, for the preparation of such release, release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and the Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after the maturity thereof, produce and exhibit to the Trustee the Agreement, representing that all indebtedness secured hereby has been paid, which representation the Trustee may accept as true without further inquiry

lien of this Trust Deed is subject and subordinate to the lien of any prior encumbrance of

The lien of this lies occord on the premises.

The term "Grantors" as used herein shall mean all persons signing this Trust Deed and each of them, and this Trust Deed shall be jointly and severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns.

All obligations of the Grantors, and all rights, powers and remedies of the Trustee and the holder of the Agreement, expressed herein shall be in addition to, and not in limitation of those provided in

of the Agreement, exp the Agreement or by law.

hand(s) and the seal(s) of the Grantors of the day and year first above written. A X) (Seal) (Seal) (Seal) instrument propind by: Diane Woods (/) Boulevard Bank National Association, 410 N. Michigan Ave., Chgo., Ill. 60611 (Name and Address) Ox Coof Cc 00 STATE OF ILLINOIS COUNTY OF Cook Karen Kitzes and Joseph I, a Notary Public in and for the State and County aforesaid, do here's certify that A. Kitzes personally known to me to be the same person(s) whose name(s) is (are) su so ribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she, they) signed and delivered continuous as his (her, their) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the ri fit of homestend. Given under my hand and official seal this 2nd day of ___ January Wood

\$ 415°4000000 0 0000000

4 MAR 85 10: 23



My Commission Expires April 3, 1987

Property of Cook County Clerk's Office

3000 TOTAL