

TRUST DEED (MORTGAGE)  
VARIABLE RATETHIS INDENTURE, dated January 2, 1985, between Joseph and Karen Kitzesof the City of Northbrook, County of Cook, State of Illinois (hereinafter called "Grantors") and BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association doing business in the City of Chicago, County of Cook, State of Illinois, together with its successors and assigns, called the "Trustee");

WITNESSETH:

WHEREAS, Grantors are indebted to the Trustee in the principal sum of Twenty-eight Thousand Eighty-five and no/100 Dollars, which indebtedness is evidenced by the Grantor's Note and Security Agreement (hereinafter called the "Agreement"), providing for periodic payments as called for therein, with the balance of the indebtedness, if not paid at an earlier date, due and payable on January 2, 1993.

NOW THEREFORE, to secure the payment, in accordance with the provisions of the Agreement of said indebtedness, and the performance of all other covenants, agreements and obligations of the Grantors under the Agreement and hereunder, the Grantors hereby COVENANT and WARRANT to the Trustee the following described real estate (hereinafter called the "premises") situated in the City of Northbrook, County of Cook, State of Illinois, to wit:

Lot 20 in Arrowhead bein a Subdivision of parth of the North West  
quarter of Section 17, Township 42 North, Range 12, East of the

Third Principal Meridian, in Cook Coutny, Illinois

P.I.N. 04-17-111-002

together with all improvements, tenements, appurtenances, fixtures and appurtenances now or hereafter thereto 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 Illinois.

The Grantors covenant and agree: (1) to pay said indebtedness, and all other amounts that may be payable under the Agreement as provided in the Agreement or according to any agreement extending the time of payment; (2) to pay, before any penalty attaches, all taxes 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 committed 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 thereunder 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 the legal holder of the Agreement satisfactory evidence of such insurance; and (6) to pay, when due, all indebtedness 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 trustee 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 premises, or pay the indebtedness securing any prior encumbrances on the premises; and the Grantors agree to reimburse the Trustee or the legal holder of the Agreement, as the case may be, upon demand, for all amounts so paid, together with interest thereon at the highest lawful contract rate from the date of payment 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 documentary evidence, 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 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.

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