

# UNOFFICIAL COPY

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## TRUST DEED

THIS INDENTURE, made this 11th day of July 1986, between Harold Gotthelf and Ruth A. Gotthelf, his wife, herein referred to as "First Party", and USAmeribanc/Elk Grove, an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of TWO HUNDRED THIRTY THOUSAND AND NO/100ths (\$230,000.00) DOLLARS made payable to USAmeribanc/Elk Grove and delivered, in and by which said Note the First Party promises to pay the said principal sum in monthly installments of principal and interest, with the full principal sum plus interest due and payable on July 15, 1991. All of said principal and interest shall be payable at such banking house or trust company in Illinois, as the holder or holders of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of USAmeribanc/Elk Grove in said city.

This Trust Deed shall secure any extension, modification or renewals of the Note of the First Party executed of even date hereof, including but not limited to extension of the maturity date described in said Note and/or any change in the interest rate on the unpaid balance of principal.

In addition to the above payments the bank will hold in escrow an estimated sum payable monthly to be equivalent to 1/12th of the annual real estate taxes, assessments and other charges that may be incurred upon the property. Should such an escrow be insufficient to pay these items when due, the undersigned promises to pay the differences upon demand. Holder is hereby authorized to pay same when due.

In event of a transfer of title or sale under Articles of Agreement, the holder of this Trust Deed and Note shall have the right to declare a default and the entire principal balance and accumulated interest shall become immediately due and payable without further notice to the maker hereof.

NOW, THEREFORE, First party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the Village of Elk Grove Village, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

*Legal* Lot 223 in Higgins Industrial Park, <sup>Unit 158</sup> being a subdivision in the North East Quarter of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois *Pin # 08-27-200-048 15*

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 First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real

COOK COUNTY, ILLINOIS  
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*mail to:*

Prepared By: Nancy J. Czarnik  
USAmeribanc/Elk Grove  
100 E. Higgins Road  
Elk Grove Village, IL 60007

Perm. Tax No. 08-27-200-048-0000

Property Address: 425 Crossen Ave.  
Elk Grove Village, IL 60007

*2008.10.10*

*DI*

*70-60-168 01*

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01/21/2018

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.1000 FAX: 312.603.1001  
WWW.COOKCOUNTYCLERK.COM

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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), window treatments, storm doors and windows, 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of the First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises 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 and guaranty; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinance; (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note and guaranty, duplicate receipts therefor; (7) pay in full under protest in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest; (8) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 and guaranty, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note and guaranty, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies to the holders of the note and guaranty, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note and guaranty, may, but need not, make any payment or perform any act hereinbefore set forth 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 thereof, 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 attorneys fees, and any other moneys advanced by Trustee or by holders of the note and guaranty 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 the default rate specified in the Note. 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 of the provisions of this paragraph.

2. The Trustee or the holders 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 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 thereof.

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3. At the option of the holders of the note and without notice to the First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note referred to or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party, or its successors or assigns, to do any of the things specifically set forth in paragraph one hereof and such default shall continue for 30 days, said option to be exercised at any time after the expiration of said 30 day period.

4. 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guaranty 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 prosecute 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 this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the default rate specified in the Note, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; Second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the note guaranteed; Fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to

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collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. 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.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in cases 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.

9. Any provision of this trust deed which is unenforceable in any state in which this trust deed is recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this trust deed, shall be of no effect, and in such case all the remaining terms and provisions of this trust deed shall subsist and be fully effective according to the tenor of this trust deed, the same as though no such invalid portion had ever been included herein.

10. This Trust Deed also secures any debt or obligation now existing, or hereafter created, of First Party or of any guarantor(s) of the note secured hereby to Trustee or the holder of any note secured hereby.

11. Trustee shall 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 Trustee may execute and deliver a release hereof to 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. When a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, 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 purports to be executed on behalf of First Party.

12. 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. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

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. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

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14. The First Party hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree judgment or order of any court of competent jurisdiction. The First Party will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Trustee under this Trust Deed, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

IN WITNESS WHEREOF, said party of the first part, Harold Gotthelf and Ruth A. Gotthelf, his wife, hereto set their hand and seal this 15th day of July, 1986

Harold Gotthelf  
Harold Gotthelf

Ruth A. Gotthelf  
Ruth A. Gotthelf

STATE OF ILLINOIS )

COUNTY OF Cook )

I, Nancy Czernik a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Harold Gotthelf and Ruth A. Gotthelf his wife, 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 and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth;

Given under my hand and Notarial Seal this 15th day of July 1986.

Nancy Czernik  
Notary Public

My commission expires:  
3-28-89

IDENTIFICATION NO. C 314

USAmeribanc/Elk Grove,  
Trustee

BY: Patricia A. Dunleavy  
Authorized Signature

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IN SENATE  
JANUARY 11, 1900  
REPORT  
OF THE  
COMMISSIONERS OF THE  
LAND OFFICE  
IN RESPONSE TO A RESOLUTION  
PASSED BY THE SENATE  
MAY 1, 1899  
RELATIVE TO THE  
LANDS BELONGING TO THE  
STATE OF ILLINOIS  
AND THE  
LANDS BELONGING TO THE  
UNITED STATES  
AND THE  
LANDS BELONGING TO THE  
INDIAN TRIBES  
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