

# UNOFFICIAL COPY



TRUST DEED

725904

88446932

CTTC 16

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made SEPTEMBER 12 1988, between CATHERINE C. REITER AND CHARLES E. REITER HER HUSBAND

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 sum of

TWENTY TWO THOUSAND SEVEN HUNDRED FIFTY TWO AND 42/100'S Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which said Note the Mortgagors promise to pay the sum of 22,752.42 in instalments as provided therein.

The final instalment shall be due on the 20th day of SEPTEMBER 1992.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 WILMETTE COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The South 50 feet of Lots 1 and 2 (except the West 4 feet in said Lot 2) in Block 16 in Greenleaf and Morse Subdivision of Blocks 12, 13, 15, 16, 19 and 21 in the Village of Wilmette in Section 34, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No.: 05-34-118-011-0000

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THE SOUTH 50 FEET OF LOTS 1 AND 2 (EXCEPT THE WEST 4 FEET IN SAID LOT 2) IN BLOCK 16 IN GREENLEAF AND MORSES SUBDIVISION OF BLOCKS 12, 13, 15, 16, 19 and 21 IN THE VILLAGE OF WILMETTE IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 05-34-118-011-0000

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COOK COUNTY RECORDER

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RE TITLE SERVICES #

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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.

Catherine Coyne Reiter [SEAL] \_\_\_\_\_ [SEAL]  
Charles E. Reiter [SEAL] \_\_\_\_\_ [SEAL]

STATE OF ILLINOIS, I, CHRISTOPHER P. BASTEN  
SS. a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
County of COOK THAT CATHERINE C. REITER AND CHARLES E. REITER OF HER HUSBAND

who ARE personally known to me to be the same person whose name 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 their free and voluntary act, for the uses and purposes herein set forth.

"OFFICIAL SEAL"  
Christopher P. Basten

Notary Public, State of Illinois  
My Commission Expires 9/10/99

Given under my hand and Notarial Seal this 19th day of SEPTEMBER 1988.

Christopher P. Basten Notary Public.

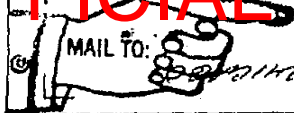
Notarial Seal

12-25

10000 2E 1111111111

581 174 STREET  
DESCRIBED PROPERTY HERE  
FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE

UNOFFICIAL COPY



PLACE IN RECORDER'S OFFICE BOX NUMBER

CHICAGO, ILL 60670  
SUITE 0482  
1 FIRST NATIONAL PLAZA

MAIL TO

725904  
CHICAGO TITLE AND TRUST COMPANY  
Assistant Secretary/Assistant Vice President

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

This document was prepared by: Christopher Basten  
The First National Bank of Chicago  
1 First National Plaza  
Suite 0482  
Chicago, IL 60670

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or 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 insured under policies providing for payment by the insurance companies of moneys sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, and in case of loss or damage, to Trustee or Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, 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 all policies not less than ten days prior to the respective dates of expiration.

2. Mortgages shall pay each item of indebtedness herein mentioned 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 in the note or in this Trust Deed to the contrary, become due and payable immediately, less unearned charges, in the case of default in making payment of or in this Trust Deed on the note.

3. This Trust Deed and all sums hereby secured shall become due and payable at the option of the Mortgagee (or holder of said Note) and without notice to the Mortgagee (or holder of said Note) upon the conveyance, sale, or transfer, by operation of law or otherwise, of Mortgages' title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with Mortgagee, unless made with prior written consent of the Mortgagee (or holder of said Note). Any conveyance, sale, or transfer made in accordance with this paragraph shall not release the original Mortgagee or any liability under the note or this Trust Deed except as may be specifically agreed to by the mortgagee for holder of said Note in writing.

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 the expenses and costs of the suit, including attorneys' fees, publication costs and costs for a survey (which may be determined as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, title insurance policies, forms certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary, or the value of the premises.

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 liens 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; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

6. 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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the lien 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, except for the statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgages, or any other person or are in possession of such premises, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary for the usual course of the protection, control, management and operation of the premises during the whole or part 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 the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be a lien on the premises and superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

9. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be available to the party enforcing same in an action at law upon the note hereby secured.

10. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereof shall be permitted for that purpose.

11. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the value of the signature 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 less 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 or that of its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

12. 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, at its option, make and deliver a release hereof to and at the request of any person who shall, either before or after maturity hereof, 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 may accept as the genuine note herein described any note which bears an identification number purporting 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 herein designated as the makers hereof; and where the release is requested of the original trustee and it has never been executed by (the person herein designated as the makers hereof) and where the release is requested of the original trustee and it has never been executed by (the person herein designated as the makers hereof), 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 by the persons herein designated as makers hereof.

13. Trustee may vest by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county 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, the then Registrar of Deeds of the county in which this instrument shall be recorded or filed, or any Successor in Trust hereunder shall have the right to act as Trustee, and shall have the same 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 or any part hereof, 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 the rate schedule in effect when the release deed is issued. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

16. Notwithstanding any provision of this Trust Deed, no Mortgages is obligated to pay any indebtedness described herein unless the Mortgages has signed the note.

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RECORDED