UNOFFICIAL COPY 2 2 90315932

TRUST DEED (Illinois)
For use with Note Form 1446
(Menthly payments including interest)

The Above Space For Recorder's Use Only

DEVON BANK, an Illinois Banking Corporation herein referred to as "Treate," witnesseth: This Trust Deed secures to the legal holder the repayment of the debt evidence flank on June 1, 1990, the repayment of white tain Commercial form Note executed by Craig Gies on June 1, 1990, the repayment of white tain Commercial form Note executed by Craig Gies on June 1, 1991, the repayment of white tain the performance of the commercial form the performance of the commercial form of the flank of the performance of the commercial form of the flank of the performance of the commercial form of the performance of the commercial form of the performance of the commercial form of the performance of the pe	ed by a levon sonal the ote, and the ote, and the ote, and the ote, and the ote ote, and the ote ote ote ote ote ote ote ote ote ot
XXXXX payable in installments XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	that shall cipal ment it all
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SOCIECYXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	not need each e all that shall cipal ment all and
Southexxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	not nced each e as that shall cipal ment and
by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of of said installments consisting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rat STANDER MARKED AND AND AND AND AND AND AND AND AND AN	each e as shall cipal ment and
at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, become at once due and payable, 1th e place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of prin or interest in accordance with the time, thereof or in case default shall occur and continue for three days in the performance of any other agrees contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and the parties thereto severally walve presentant for payment, notice of dishonor, protest and notice of protest. NOW THEREFORE, to secure the at ment of the said principal sum of money and interest in accordance with the terms, provisions limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowled Mortgagors by these presents CONVEY and WARANT unto the Trustee, its or his successors and assigns, the following described Reaf Es and all of their estate, right, title and interest the city, situate, lying and being in the	shall cipal ment it all and
limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowled Mortgagors by these presents CONVEY and Wan RANT unto the Trustee, its or his successors and assigns, the following described Real Es and all of their estate, right, title and interest therein, situate, lying and being in the	
THE PROPERTY OF THE PROPERTY O	iged, inte,
Village of Glenview COUNTY OF Cook AND STATE OF ILLINOIS, to Parcel 1: Lot 73 in Indian Ridge, being a Subdivision in the West 1/2 of Section 20, Township 42 North, Range 12, Ea	st of
the Third Principal Meridian, in Cook County, Illinois. Parcel 2: An undivided 0.0025 percent interest in the common areas appurtenant to Parcel 1, as set forth in the declaration of easements, covenants and restrictions of Indian Ridge recorded as Document Number 2508400 all in Cook County, Illinois.	ω,
Permanent Index Number: 04-20-303-037 /Common Address: 2325 Iroquois Drive, Glenview, Illinois 60025.	
The property herein described shall not be further encumbered without the express written consent of the legal hol that certain Commercial Term Note of even date herewith, as hereinbefore described, and the entire balance owing a become due and payable immediately upon the sale or conveyence of the real estate herein described.	
which, with the property hereinafter described, is referred to herein as the "precises," TOGETHER with all improvements, tenements, casements, and appurterances thereto belonging, and all rents, issues and profits thereof so long and during all such times as Mortgagors may be entitled thereto (which ents, issues and profits are pledged primarily and on a parity said real estate and not secondarily), and all fixtures, apparatus, equipment or an icles now or hereafter therein or thereon used to supply the gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without	with neal, re-
stricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, insdor beds, stoves and water heaters, of the foregoing are declared and agreed to be a part of the mortgaged premises whether phy loally attached thereto or hot, and it is agreed all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their	that
cessors or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and avigns, 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 Homeston. Examption Laws of the State of Illinois, we said rights and benefits Mortgagors do hereby expressly release and waive. This Trust Deed comists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed comists of two pages.)	eed)
are incorporated herein by reference and hereby are made a part hereof the same as though they wate has not out in full and shall be binding Mortgagors, their heirs, successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. Carol Gies, joins in the execution of this do solely for the purposes of waiving homestood rights and pledging the real estate herein described and assumes no liabil	-
the debt herein described. DEPT-01 RECORDING	15.00
PRINT OR Craig Sies TWZZZZ TR'N JE74 97/92/98 14:1)	190 32
RIGHTURE(S) (CANADA (NA)	ے دے Seal)
Carol Gies, signing for those	·
in the State aforesaid, DO HEREBY CERTIFY that Craig Gies and Carol	nty,
RUSSELL J. SEAL " Gies, his Wife personally known to me to be the same personal whose name a _are	
NUTARY PUBLIC. STATE OF ILLINOIS Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledge to the foregoing the foregoi	wi-
edged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release waiver of the right of homestead.	and
Given under my hand and official seal, this day of day of	E,
Commission expires 19 Notary Pu This instrument prepared by: Stephen Cary Politowicz	phe.
6445 N. Western Avenue ADDRESS OF PROPERTY:	7.
Chicago, Illinois 60645 2325 Iroquois Drive, Glenview, Illinois 60025	
NAME DEVON BANK - ATTN: RUSS ARMSTRONG THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED	9
MAIL TO: ADDRESS 6445 NORTH WESTERN AVENUE Mail to: ADDRESS 6445 NORTH WESTERN AVENUE SEND SUBSEQUENT TAX BILLS TO: Control of the c	ಭ
	<u>ار</u>
OR RECORDER'S OFFICE BOX NO. 59 (Address)	2

THE FOLLOWING ARE THE COLEMANTS CONFITTIONS AND PROLISIONS RELERING TO UN PAGE I (THE REVERSE SIDE OF THIS TRUST DEED AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises from mechanic's liens or liens in favor of the United States or other liens or claims for tion not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any buildings or buildings now or at any time in princess of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and 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, under insurance policies payable, in case of loss or damage, to Trustee for the henefit 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 renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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, comp. antise are settle any tex him or other prior lies or title or claim thereof, or redeem any tax as let of 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 reasonable attorneys! fees, and any other moneys advanced by Trustee or the 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 rate orized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without no locally in the security of the note shall never he considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, takement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the value its of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the reincipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secure a shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note on Trustee shall be visited by the laws of liftinois for the entorcement of a mortgage set. In any suit to foreclose the lien hereof, there shall he allowed and included as additional indebtedness in the decree for sale all expenditures and systems 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, only, so 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, guarantee policies. Torrens certificates, and similar did 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 vidence to bidders at any sale which may be had pursuant to such decree the rue contained of the title to or the value of the premises. In addition is all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and marginately due and payable, with interest thereon at the rate of seven per cent per annums, when paid or incurred by Trustee or holders of the nature in the following such and bankruptey proceedings, to which either of them hall be a party, either as plaintiff, claimant or defendant, by reason of this Truste 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; or (c) preparations for the defense of any threatened suit or proceeding which might affe
- 8. The proceeds of any foreclosure sale of the premises shall be district test 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 indebted are subditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining capract fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust De 1/2, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee bereunder 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 1/2 as ale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the intervention of such receiver, would be entitled to 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) in its indebtedness secured hereby, or by any decree 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.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing 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, nor shall Trustee ne obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be fiable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he naw require indemnities satisfactory to him before exercising any power herein given.
- 13. 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 principal 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 hears 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 principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
- 14. 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 death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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.
- 15. This Trust Deed and all provisions hereof, shall extend to and be hinding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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

he Installment Note mentioned in the within Trust Deed has been
identified herewith under Identification No.
Trustee