



TRUST DEED **UNOFFICIAL COPY**

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CTTCB

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE Made **OCTOBER 18** 19**91** between Chicago Title and Trust Company, an Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated **OCTOBER 20, 1982** and known as Trust Number **1082746** hereinafter referred to as "First Party," and

FIRST CHICAGO BANK OF WINNETKA 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 **ONE HUNDRED SIXTY THOUSAND AND NO/100 ***** (\$160,000.00) ******* Dollars, made payable to ~~THE COOK COUNTY RECORDER~~ **FIRST CHICAGO BANK OF WINNETKA**

and delivered in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from time to time unpaid at the rate of ****** percent per annum in installments (including principal and interest as follows: **ONE THOUSAND DOLLARS PRINCIPAL PLUS ACCRUED INTEREST ***** (\$1,000.00 + INTEREST) ******* Dollars or more on the **18TH** day of **NOVEMBER** 19**91** and **ONE THOUSAND DOLLARS PRINCIPAL PLUS ACCRUED INTEREST ***** (\$1,000.00 + INTEREST) ******* Dollars or more on the **18TH** day of each **MONTH** thereafter until said note is fully paid except that the final payment of principal and interest, if not so paid, shall be due on the **18TH** day of **OCTOBER** 19**96** All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the rate of ******* percent per annum, and all of said principal and interest being made payable at such banking house or trust company in **WINNETKA** Illinois, as the holders of the note may, from time to time, in writing apparent, and in absence of such appointment, then at the Office of **FIRST CHICAGO BANK OF WINNETKA** in said City.

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, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the **VILLAGE OF WINNETKA** COUNTY OF **COOK** AND STATE OF **ILLINOIS**, to-wit:

LOT 20 AND LOT 19 (EXCEPT THE SOUTH 19 FEET) IN BLOCK 8 OF WINNETKA PARK BLUFF'S, A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17, AND 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

C/K/A: **799 LINCOLN AVE., WINNETKA, IL 60093**

PIN: **05-17-407-019-0000**

**** 2.00% OVER THE PRIME RATE AS PUBLISHED IN THE MONEY RATES COLUMN OF THE WALL STREET JOURNAL DAILY.**
***** 4.00% OVER THE PRIME RATE AS PUBLISHED IN THE MONEY RATES COLUMN OF THE WALL STREET JOURNAL DAILY.**

which, with the improvements thereon, as hereinafter described, is referred to herein as the "premises."

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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. That the indebtedness hereon shall be fully paid, and in case of the failure of First Party, its successors or assigns, to (a) promptly repair, replace, or otherwise maintain the improvements on the premises which may become damaged or destroyed; (b) keep said premises in good repair and condition, and free from waste and decay from mechanical or other causes; (c) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (d) keep the premises in good repair and condition, and free from waste and decay from mechanical or other causes; (e) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (f) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (g) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (h) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (i) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (j) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (k) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (l) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (m) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (n) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (o) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (p) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (q) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (r) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (s) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (t) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (u) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (v) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (w) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (x) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (y) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof; (z) keep the premises free from all liens or claims for lien not expressly subordinated to the lien hereof.

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

799 LINCOLN AVE. WINNETKA, IL 60093

THIS DOCUMENT PREPARED BY **D. BRUCE WAGERS VICE PRESIDENT AND LOAN OFFICER FIRST CHICAGO BANK OF WINNETKA 791 ELM STREET WINNETKA, ILLINOIS 60093**

Form 813 Trust Deed - CT & T Land Trust Mortgage - Secures One Installment Note with Interest Inclusive of First Payment

R10-924 \$ MULTIPLE SERVICES #

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policies not less than ten days prior to the expiration of the term of the note... but need not make any payment or perform any act hereinbefore set forth in any form and manner...

2. The Trustee to the holders of 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 officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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 at once in the event 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 three days...

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 attorney's 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, title policies, Torrens certificates, and similar claim and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary...

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 indicated by the note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its 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 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 times when First Party, its successors or assigns, 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 such receiver to apply the net income in his hands in payment in whole or in part of: (a) The 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; (b) 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 thereon shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures 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 herein given unless 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 the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by prior 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, together with the evidence of 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 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 persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on 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 by the persons herein designated as makers thereof.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then holder or holders 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 powers and authority as are herein given Trustee.

11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

12. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as set forth in effect 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. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

THIS TRUST DEED is executed by the Chicago Title and Trust Company, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Chicago Title and Trust Company hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing hereof or in said instrument contained shall be construed as creating any liability on the said First Party or on said Chicago Title and Trust Company personally to pay the said note, or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied hereon contained, or of such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that the First Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder or holders of said note or the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally.

By [Signature] ASSISTANT VICE-PRESIDENT

Attest [Signature] ASSISTANT SECRETARY

Corporate Seal
STATE OF ILLINOIS,)
COUNTY OF COOK) SS.

"OFFICIAL SEAL"
Lynda S. Barrie
Notary Public, State of Illinois
My Commission Expires 4/2/94

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Chamber, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal Date
[Signature] Notary Public

OCT 25 1991

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. BY TRUSTEE

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