

UNOFFICIAL COPY

TRUST DEED

21 935 404

JUN 12 61-33-946 AM

Form No. 397D

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 23, 1972 19, between Northwest National Bank of Chicago, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated February 2, 1971 and known as trust number 1007, herein referred to as "First Party," and

GLENVIEW STATE BANK

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of

-----One Hundred Sixty Five Thousand and No/100----- Dollars,

made payable to BEARER and delivered, in and by which said Principal 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 on March 1, 1973 with interest thereon from until maturity at the rate of eight

per centum per annum, payable semi-annually on the -----day of ----- monthly on the first day of ----- and of each month ----- in each year, which said several installments of interest until the maturity of said principal

sum are further ordered by ----- interest coupons of even date herewith;

all of said principal and interest bearing interest after maturity at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Glenview Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of ----- Glenview State Bank 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 conditions of this trust agreement, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, demise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF ----- AND STATE OF ILLINOIS, to wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

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 estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon 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, indoor beds, awnings, pools 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 such 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 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. 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 mechanics' 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 notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) 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 duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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 all 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 benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and to deliver such policies, including additional and renewal policies, to holders of the note, 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 may, but need not, make any payment or perform any act herebefore 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 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 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 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 rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to the account of any of the provisions of this paragraph.

DELEIVER OR INSTRUCTIONS RECORDERS OFFICE BOX NUMBER

NAME John H. Beaulieu, President
STREET Glenview State Bank
1825 Glenview Road
CITY Glenview, Illinois

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

BOX 533

21 935 404

UNOFFICIAL COPY

JUN 12 61-33-946 M

THAT PART OF BLOCK 2, IN VALLEY LO-UNIT FIVE, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SAID BLOCK 2, AT A POINT WHICH IS 1516.93 FEET EAST FROM THE NORTHWEST CORNER OF SAID BLOCK 2, AND RUNNING

THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 2, A DISTANCE OF 132.50 FEET TO A POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID PART OF BLOCK 2 HEREINAFTER DESCRIBED;

THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 184.44 FEET TO A POINT ON THE NORTHEASTERLY LINE OF WILDBERRY DRIVE;

THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 135.84 FEET TO A POINT WHICH IS 316.94 FEET SOUTH FROM THE NORTH LINE OF SAID BLOCK 2;

THENCE NORTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID NORTH LINE OF BLOCK 2, (AND WHICH INTERSECTS SAID NORTH LINE OF BLOCK 2 AT A POINT 1652.77 FEET EAST FROM THE NORTHWEST CORNER OF SAID BLOCK 2), A DISTANCE OF 184.44 FEET; AND

THENCE WEST ALONG A LINE 132.50 FEET SOUTH FROM AND PARALLEL WITH SAID NORTH LINE OF BLOCK 2, A DISTANCE OF 135.84 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS: 1712 WILDBERRY DRIVE, GLENVIEW, ILLINOIS.

21 935 404

Property of Cook County Clerk's Office

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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 officer 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.

3. At the option of the holders of the principal note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the principal note or interest coupons or in this trust deed to the contrary, become due and payable when default shall occur and continue for three days either in the payment of any interest coupon, or 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.

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, guarantee 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 rate of seven per cent per annum, 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 principal note and interest coupons, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note or interest coupons; 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 then value of the premises 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 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 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; (3) 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.

7. 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, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence, misfeasance or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

8. 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 hereof, produce and exhibit to Trustee the principal note (with or without the coupons evidencing interest thereon), representing that all indebtedness hereby secured has been paid, which presentation 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 a certificate of identification purporting to be executed by a Trustee hereunder or which conforms in substance with the description herein contained of the principal 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 principal note described herein, it 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 on behalf of First Party.

9. 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, in whole or in part, of Trustee, the then Trustee 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 the same compensation for all acts performed hereunder.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Edwin R. Olson
RECORDER OF DEEDS

JUN 12 '72 2 14 PM

21935404

THIS TRUST DEED is executed by the Northwest National Bank of Chicago, 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 Northwest National Bank of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note or interest coupons contained shall be construed as creating any liability on the said First Party or on said Northwest National Bank of Chicago personally to pay the said principal note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied hereon contained, all such liability, if any, of said principal note or interest coupons, or any indebtedness hereby secured, shall be the liability of the person or persons who executed the said principal note and interest coupons, and 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 and upon the premises hereby conveyed, and in said principal note provided, and by action to enforce the same, if any.

IN WITNESS WHEREOF, Northwest National Bank of Chicago, not personally but as Trustee as aforesaid, has caused presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

NORTHWEST NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally,
By *Robert N. McCue* VICE-PRESIDENT
Attest *Robert N. McCue* ASSISTANT SECRETARY

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
Florence J. Haug
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
Edward J. Lucas

Robert N. McCue Vice President of the NORTHWEST NATIONAL BANK OF CHICAGO, and
Robert N. McCue
Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and who are duly authorized officers and assistants of said Bank, and who have 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary of said Bank, who is also a Notary Public, has acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6th day of June
My Commission Expires *Florence J. Haug* Notary Public
Aug. 9, 1975

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

The Instrument Note mentioned in the within Trust Deed has been identified here with under Identification No. 1843-20
Glenview State Bank Trustee
By *Robert N. McCue* Vice Pres ASSISTANT SECRETARY

END OF RECORDED DOCUMENT