INOFFICIAL CO

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made

July 3 . 19 72, between

DONALD G. ELMORE and JOYCE M. ELMORE, his wife , herein referred to as "Mortgagors," and his wife,

THE NORTHERN TRUST COMPANY

an Illinois banking corporation located in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at 7 % per annum in instalments as follows: TWO HUNDRED EIGHTY THREE AND NO/100th

(\$283.00)-----Dollars on the day of September , 1972 and TWO HUNDRED EIGHTY THREE AND

payment of principal and interest if not sooner paid, shall be due on the 1st day of August 1997

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 raminder to principal; provided that the principal of each instalment unless paid when due shall bear interest at her ate of eight per cent per annum, and all of said principal and interest being made payable at such balance, house or trust company in the City of Chicago, 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 The Northern Trust Company in said City.

NOW THEREFORE, the Mortgagors to secure the avalant of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deel, and the performance of the covenants and agreement 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, tille an interest therein, situate, lying and being in the COUNTY _AND STATE OF ILLY, CIS, to wit:

> Lot 446 in Ivy Hill Subdivision Un.t No. 9, being a Subdivision of part of the South 1.1. of the Northwest quarter of Section 16, Township 42 North, Range 11 East of the Third Principal heridian, in the Village of Arlington Heights, Wheeling Township, Cook County, Illinois,



which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtural es thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mct ago.s may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secon rily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, six c nditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and uding (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, awning, 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.

It Is Further Understood and Agreed That:

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tax sale or forfeiture affecting said premises or contest any tax or assessmen incurred in connection therewith including attorneys fees and sessimen	cerned expedient, and may, but need not, make full or partial payment or per- cerned expedient, and may, but need not, make full or partial payments of principal or or settle any tax lien or other prior lien or title or claim thereof, or redeem from any
shall be so much additional mercol, plus reasonable compensation to T of eight per cent per annum. Inadicos secured hereby and shall become of any default hereunder on the part of Mortgagors or Holders of the Ni.	sined, Trustee or the Holders of the Note may, but need not make any payment or per- cemed expedient, and may, but need not, make full or partial payments of principal or t. All moneys and the or other prior lien or title or claim thereol, or redeem from any t. All moneys advanced by Tou the purposes herein authorized and all expenses paid or rustee for each matter concerning with Holders of the Note to protect the mort- rustee for each matter concerning with the protect of the protect of the simulation of the protect of the simulation of the protect of t
	ment hereby authorized relating to taxes or assessments, may do so according to any hout inquiry into the accuracy of such bill, statement or estimate or into the validity of, both principal and interest, when due according to the terms hereof. At the fall interest is secured by this Trust Deed shall, notwithstanding anything (a) immediately in secured by this Trust Deed shall, notwithstanding anything to introduce the control of the Mortgagors.
principal or interest on the Note, or (b) when default shall occur and co herein contained. 7. When the indebtedness hereby secured shall become due whell in the foreclase the lien hereof. In any suit to foreclose the lien	(a) immediately in the case of default in making puyment of any instalment of unitude for three days in the performance of any other agreement of the Mortgagors her by acceleration or otherwise, lighters of the Note or Trustees shall have the
appraiser's fees, outlays for documentation may be paid or incurred by to be expended after entry of the decree) of expert evidence, stenost and similar data and assurances with respect to title as Trustee artistic and the control of the control	or on behalf of Trustee or Hollors of the Nordifform indebtedness in the decree aphers' charges, publication costs and costs (which accounts of the costs of the set of tile, title searches and examinations, guarantee policies. Tourset as to items to the cost of the costs of the cos
able, with interest thereon at the rate in paragraph mentioned shall been proceeding, including probate and bankrupts proceeding in the property of this Trust Deed or any indebtedness hereby secured; or (b) preparation or the securitives whether or not actually commenced; or (c) preparations or the securitives whether or not actually commenced; or (c) preparations	ntinue for three days in the performance of any other agreement of the Mortgagors hear by acceleration or otherwise, Holders of the Note or Trustee shall be allowed and included as additional indebtedness in the decree of the state of the Acceleration of the Acceleration of the Acceleration of the Acceleration of the Note for attorneys' fees. Trustee's fees, expheral charges, publication and examinations which may be estimated as to litens it of title, title searches and examinations which may be estimated as to litens during the state of the Note may deem to be reasonably necessary eithies. Torrens certificates, and decree the true condition of the title to or the value of the premises. All and proposed in the state of the trustee of the Note may be estimated as to litens and proposed in the state of the proposed of the Note may deem to be reasonably necessary eithies. Torrens certificates, and decree the true condition of the title to or the value of the premises. All not not the proposed of the Note may be estimated by the state of the Note of the proposed of the Note may be estimated by the state of the Note of the proposed of the Note of the note of the proposed of the Note of the n
8. The proceeds of any foreclosure such the previous shall be di and expenses incident to the foreclosure recording previous all not which under the terms hereof constitute secured indebtedness of principal and interest remaining unpaid on the Note fourth, any overplus	stributed and applied in the following order of priority: First, on account of all costs items as are mentioned in the preceding paragraph hereof, second, all cheft items to that existenced by the Note, with interest thereon as herein provided the priority of the priori
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profits, and all other powers which may when Mortgagons except for de promises during the who o whole or in part of: (1) the idebtedness secured hereby, or by any derm safe and deficients or in hereof or of such decree, provided as	for the defense of any threatened suit or proceeding which might affect the premises stributed and applied in the following order of priority. First, on account of all costs of the control of the proceeding prangraph hereof; second, all other items that of the control of the proceeding prangraph hereof; second, all other items of the control of the
11. Trustee or the Holders of 'e lote shall have the right to inspec	ured.
of to exercise any power herein given alarmatical tracking the	cumulation of the premises, nor shall Terrates to the
by this Trust Deed has been fully paid; and Turise may execute and deli- or after maturity thereof, produce and exhibit to Trustee the Note, repriherein described any note without inquiry. Where prefesse is requestionable to the state of t	sterms hereof, nor bo liable for any acts or complicate to record this Trust Deed types of Trustee, and it may require indemnities astisfactory to it helore exercising or instrument upon presentation of satisfactory evidence that all indebtedness secured were a release hereof to and at the removes of my person who shall, either before escenting that all indebtedness hereby secured hay person who shall, either before the first of successor trustee, such successor trustee may accent as the semination of the semin
it may accept equated of the original trustee and the reference of the property of the propert	a cordification of the persons herein designated as the makers thereof, and where the contract under the contract of the Recorder or Registrator of Titles in which this instrument of the contract of the Recorder or Registrator of Titles in which this instrument.
ton, shall be Successor in Trust and in case of its resignation inability and intermediate successor in Trust. Any Successor in Tru thereund and situation of the successor shall be entitled to reasonable on the successor shall be ent	of fusice. Cheago Title and Trust Company, Chieggo, Illinois, an Illinois corpers of the trust of trustee, by binding upon Mottagors and all persons of the trust of trustee.
whether or not such persons shall have executed the include all such persons [16]. Without the prior written consent of the Holders of the Note, the six special person of the Note of this covenant, be construed as a waiver of or acquiescence in any such conveyance or encu	o s and all persons liable for the payment of the indebtedness or any part thereof, o sanc s shall not convey or enember till to the Premises. The Holders of the Note of the State of the
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