

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  
 THE NORTHERN TRUST COMPANY,  
 an Illinois banking corporation located in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:  
 THAT, WHEREAS, the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note  
 hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal  
 sum of FORTY THOUSAND AND NO/100ths (\$40,000.00)-----  
 Dollars, evidenced by one certain Instalment Note herein referred to as "Note" of the Mortgagors of even date  
 herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the  
 said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at  
 the rate of 7% per annum in instalments as follows: TWO HUNDRED EIGHTY THREE AND NO/100ths  
 (\$283.00)-----  
 Dollars on the 1st day of September, 1972 and TWO HUNDRED EIGHTY THREE AND  
 NO/100ths (\$283.00)-----  
 Dollars on the 1st day of each month thereafter until said Note is fully paid, except that the final  
 payment of principal and interest if not sooner paid, shall be due on the 1st day of August 1977

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 instalment  
 unless paid when due shall bear interest at the rate of eight per cent per annum, and all of said principal and  
 interest being made payable at such banking 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 payment of the said principal sum of money and said interest in accord-  
 ance with the terms, provisions and limitations of this Trust Deed, 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, title and interest therein, situate, lying and being in the COUNTY  
 OF COOK AND STATE OF ILLINOIS, to wit:

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

500

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

TOGETHER with all buildings, 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 condi-  
 tioning, 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, 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.

It Is Further Understood and Agreed That:

1. Mortgagors shall (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 mechanic's 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 Note; (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) make no material alterations in said premises except as required by law or municipal ordinance or as authorized by the 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 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, windstorm and such other hazards or contingencies as the Holders of the Note may require 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 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 renewal policies not less than ten days prior to the respective dates of expiration. In case of loss, Trustee may, but need not, collect and receipt for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.

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4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or the Holders of the Note may, but need not make any payment or prepay interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any lien or claim thereof, or pay any tax or assessment, and all moneys paid for any of the purposes herein authorized and all expenses paid or 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 eight per cent per annum, inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

COCK COUNTY, ILLINOIS FILED FOR RECORD

ELEANOR M. WEBER RECORDER OF DEEDS

21969381

JUL 10 '72 2 13 PM

WITNESS the hand and seal of the Mortgagors the day and year first above written DONALD G. ELMORE [SEAL] JOYCE M. ELMORE [SEAL]

STATE OF ILLINOIS, I, ELEANOR M. WEBER, a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT DONALD G. ELMORE and JOYCE M. ELMORE, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and executed the said instrument as their free and voluntary act, for the uses and purposes therein set forth and in full force and effect, and that they are not acting as agents or attorneys for any other person or persons.

GIVEN under my hand and Notarial Seal this 10 day of July, 1972, at Arlington Heights, Illinois, ELEANOR M. WEBER [SEAL]

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 is herewith under identification No. B0041 THE NORTHERN TRUST COMPANY, as Trustee, by [Signature] Second Vice President

D NAME | E STREET | I CITY | V | Y INSTRUCTIONS | RECORDER'S OFFICE BOX NUMBER 980

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1616 East Waverly Drive Arlington Heights, Illinois

ATTN: E. E. CAMERUS

END OF RECORDED DOCUMENT