•	Mortraged Property: 747 Chatham Road, Glenview, Illinois	•
	Mortgaged Property: 747 Chatham Road, Glenview, Hinois	
	TRUST DEED	
,	On this 16th. day of July 19.70, the Grantors	± ,
	John E. Milton and Eleanor L. Milton, His Wife	
	herein called "Mortgagors," in consideration of a principal indebtedness or s. 30,000.00 , herein described, and of One Dollar in hand paid, and to secure the payment of said indebtedness and interest thereon in accordance with the terms, provisions and limitations of this Trust Deed and the performance of the agreements herein, hereby releasing and waiving a rights in and to the real estate hereinafter described under and by virtue of the Homestead Exemption Laws of the State Illinois, CONVEY and WARRANT to	
	LAKE SHORE NATIONAL BANK	
	as Tr a ce, orein called "Trustee," for the uses and purposes herein stated, the following described real estate, situated in	
	the County oCookand State of Illinois, to wit:	
	I ot 9 in Homestead, being a Subdivision of Part of Lot	
	and the West 130 feet of Lot 1, in Geishecker's	-
	Partition of a Parcel of Land in the South East Quarter	
	of Section 25 and in the South West Quarter of Section	
	36, Toy aship 42 North, Range 12, East of the Third	
٠	Principal Merician, in Cook County, Illinois.	
-		
	YO.	$\simeq$
	Together with all improvements, casements, fixte of appurtenances thereto belonging, and all rents, issues and profits thereof, until expiration of statutory period allowed for refer thios, whether there be redemption or not, or the issuance of Master's or Commissioner's Deed, whichever occurs last, but if there is no referred and not deel be issued until expiration of the statutory period during which it may be issued, together with al' appar tus, equipment or articles now or hereafter therein or thereon whether in single units or centrally controlled used to suy ly hear, gas, air conditions, water, light, power, refrigeration, ventilation, and any other thing now or hereafter therein or there. It be familiating of which by lessors to lessees is customary or appropriate, (whether said premises be now under lesse or not), includic a set ones, window shades, storm doors and windows, door coreings, screen doors, in-a-door beds, namings, stores and water heater. All it is foregoing are declared to be a part of said real estate whether physically attached thereto or not. Said rents, issues and prof is are pledged primarily on a parity with said real estate and not accondarily and the pledge thereof shall not be deemed me, red, in my forelower decreosure decreolower decree	21 217 262
	Said indebtedness is evidenced by the principal note of Mortgagors John 2.1 (litton & Eleanor L. Milton, H. of even date herewith, payable to bearer indestalements conditions with inte er, at the rate of eight per	is Wife
	centum per annum (8%) in installments as follows:	
	Two Hundred Fifty and 94/100 (\$250.94) Dollars on	
	the first day of September, 1970 and a like sui i on	
	the first day of each and every month thereafter,	
	except that the final payment of the balance then dur	
	shall be payable on the first day of August, 1990.	
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	depthenenements of the state of	150
	It is agreed as follows:	
	1. Mortgagors shall (1) pay all taxes, special taxes, special assessments, water charges, sewer service charges, and other charges against said property (including those heretofore due), general taxes to be paid before any penalty attaches thereto, all other taxes, special taxes, special taxes, special assessments and charges to be paid when due, all such taxes, special taxes, special essessments and charges heretofore due, however, to be paid immediately, and furnish Trustee or holder, upon request, duplicate receipts therefor, and all taxes, special taxes, assessments, and charges extended against said property, shall be conclusively deemed valid for the purposes of this requirement; (2) immediately after destruction or damage, commence and promptly complete the rebuilding or restoration of buildings or improvements now or hereafter on said premises, that may have been	

evilence thereof to Trustee, and on request to holder; (5) complets within a reasonable time any buildings or buildings now of at any time in process, of erection upon said premises; (6) comply with all requirements of haw with respect to the mortgaged premises and the use thereof; (7) make no material alterations thereof except as required by law or anti-circl by Trustee or bolder; (8) keep all buildings and improvements now or hereafter situated on said property insured against loss or damage

by fire or lightning for the full insurable value thereof, and against tornadoes, windstorms, or cyclenes.

for full per centum of the insurable value thereof (the insurable value for all insurance purposes to be deemed not less than the amount of said principal indebtedness), all in companies satisfactory to bolder and make all insurance policies payable in case of loss to Trustee by the standard mortgage clause to be attached to each policy for the benefit of holder, deliver all policies including additional and renewal policies to holder, and in case of insurance about to expire, so deliver renewal policies not less than ten days prior to the respective dates of expiration.

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2. If not otherwise provided by riders attached to any insurance policy, Trustee may, but need not, adjust, collect and compromise all claims thereunder and apply any amount so collected, less expenses and fees of Trustee in connection therewith, upon said indebtedness, or, in Trustee's discretion, upon architect's certificates or otherwise, to the rebuilding or restoration of buildings or improvements on said promises of at least equal value and of substantially the same character, or if such rebuilding and restoration has been done by Mortgagors and fully paid for, and evidence thereof satisfactory to Trustee has been furnished to Trustee, then Trustee may pay any insurance money held by it to Mortgagors, and each Mortgagor everally constitutes Trustee attorney-in-fact irrusceably to sign all receipts and releases required by the insurers in connection with be payment of any such claim to Trustee, and also to execute any assignments or other instruments or take any action decemed accessing or expedient in connection with the extitement of insurance losses and the restoration or rebuilding of such buildings of in provements, or to effectuate the provisions hereinafter set forth.

if the period of the formula of the commencement of proceedings to foreclose the lien hereof, shall have the power to east any ider or riders to be attached to any such policy for the protection of the holder of any certificate of sale, the owner of any defined, may not redemptioner, or the grantee in any Master's or Commissioner's Deed, any such rider to contain a the policy of the contain a the policy of the contain and the following may require or agree to.

contain s. h. p. visions as the insurance company may require or agree to.

If any o sai property be sold pursuant to a decree foreclosing the lien hereof, any interested party shall have the right by means of the a to "near of riders or the cancellation of existing and issuance of new policies or otherwise to cause any insurance lo uncreafter occurring to be made payable as follows: to the owner of the certificate of sale up to the amount which would be required. The target of the definition were made on the date of the loss, the balance if any to the owner of the deficit cy u to "to amount thereof and interest thereon and the balance remaining if any to the owner of the equity of redemption, and in c. of "no issuance of a Master" so Commissioner's Deed to the grantee therein, and in case of redemption or successive redemption, first of the owner of the deficiency, if any, up to the amount thereof and interest, the balance, if any, to the redemptioner, and the plaintiffs in lay x: h forcelosure shall be catilled to have the decree so provide, but omission of such provision in any decree shall not deprive x yone c: the rights here given. Any uncarned premiums on cancelled policies shall be applied on new policies.

3. In case of default therein Travice or bolder may, but need not make the decree of the result of the contraction of the provision in any decree shall not deprive x yone c: the rights here given. Any uncarned premiums on cancelled policies shall be applied on new policies.

3. In case of default therein Travice or bolder may, but need not make the contraction of the cont

- new policies.

  3. In case of default therein Tr ace or holder may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and canner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrants, 1° any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem in case of r y ax or special assessment sale, or in case of forfeiture or withdrawal from collection or sale, or contest any tax or assessive. "Tecting sail premises, All moneys and for any of the purposes herein authorized and all expenses paid or incurred in or section therewith, including attorneys? fees, and any other moneys advanced by Trustee or such holder to protect the mortig ged pr ... s and the lien hereof, and reasonable compensation for each matter concerning which action herein authorized may be ta on, shall be so much additional indebtedness secured hereby, immediately due and payable without notice, with interest at seven per centum per annum.
- 4. Trustee or holder making any payment hereby per sitted relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate sublic office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessmen', sale, forfeiture, tax lien or title or claim thereof.
- 5. Mortgagers shall pay each item of indebtedness kerein ment; A oth principal and interest, when due, necording to the terms hereos, or of any artension thereof. In case of default therein, or a brack of any agreement of Mortgagers, the whole or any part of the indebtedness secured hereby, not then due, including acc uc' atterst, shall, at the option of holder without any notice whatever become due and payable as follows: (1) immediately, i.e. or of non-payment of any principal or interest when due, and (2) fen days after any other such default or breach. When the 'att' indebtedness recured hereby shall become due, whether by acceleration or otherwise, proceedings to foreclose the line acreed as to such entire indebtedness may be brought by Trustee or holder. Any foreclosure sale may be made of the premises on large vithout offering the several parts separately.
- of. In any suit to forcelose the lieu hercof, there shall be allowed and included a hit and indebtedness in the decree for sale ell expenditures and expenses which may be paid or incurred by or on behalf of T is to holder for attentives, there is no stated to peading, documentary as the relicence, tenegraphers, charges, publication costs and costs (which may be estimated as to items to be expended after interior to the decree) of procuring all such this rates of this first state of the paid or items to be expended after interior and similar data and assurances with respect to title as holder or Trustee may along reasonably necessary or expellent either to cut on extended the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much addit in all indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of soven per excutum per is me, when paid or incurred by Trustee or holder in connection with (a) any proceeding, including probate and lambruph, proceeding, to which either of them shall be a party, either as plaintiff, claimant, defendant or intervener, by reason of this Tr at De d or any indebtedness hereby secured; or (b) preparations for the defense of or stery at the any title the forcelosure circuit fire and in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, wheth contents actually commenced.
- 7. 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 coats 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note; fourth, any overplus to Mortgagors.
- remaining unpaid on the principal note; fourth, any overplus to Mortgagors.

  8. In case of default in the payment of any indebtedness secured hereby or in the performance of any agreement herein contained, whether foreclosure proceedings shall have been commenced or not, and even after foreclosure race, if there be a dedejency, Trustee may, but need not, enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, and after taking such possession may exercise all the powers hereinforce given it, and in addition thereto may make leaves for terms deemed advantageous even though extending beyond the probable period of possession by Trustee and, by agreement or otherwise, terminate existing or future leaves and modify such leaves, may collect rents regardless of when earned, alter, repair and better said premises and put and maintain them in first-class condition, buy furniture, furnishings and equipment therefor when in Trustee's judgment necessary or desirable, obtain workmen's compensation and liability and other kinds of insurance which in Trustee's judgment may seem necessary or desirable, in a figure exercise all the powers consistent with the purpose of the trust ordinarily incident to absolute ownership, may advance or borrow money necessary for any purpose herein stated dayl, to secure any such advancement or borrowing, a lien is hereby created on the mortgaged premises and the income therefrom prior to the lien of the other indebtedness hereby recurred (said lien, however, to be effective as to subsequent purchasors without notice only from the time a statement thereof shall be filed in the Recorder's office of said Cook.

  County, or, if the title be registered, in the office of the Registrate of Titles), may employ reating agents

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and other employees, and out of the income retain reasonable Trustee's compensation, pay insurance premiums, an uxes and assessments due and payable at any time during the trusteeship, and pay all expenses of every kind, including attorneys' fees, neutred in the exects of the powers here given, and from time to time shall apply any balance of income not, in the judgment of Trustee, needed or likely to be needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness secured hereby, before or after any decree of foreclosure and on the deficiency, if any, in the proceeds of sale, whether there be a decree therefor is personam or not. Whenever all due indebtedness secured hereby is paid and, in Trustee's judgment which shall be final, there shall be no substantial uncorrected default in performance of Mortgagors' agreements herein, Trustee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagors any surples income in Trustee's hands. The possession of Trustee may continue until all indebtedness secured hereby is paid in fall or until the delivery of a Master's or Commissioner's Deed pursuant to a decree foreclosing the lien hereof binding on the holders of all the indebtedness secured hereby, but if no such deed be issued, until expiration of the statutory period during which it may be issued. Trustee observer shall have the discretionary power at any time to abandon possession of said premiers without affecting the lien hereof. Trustee shall have all powers, if any, which Trustee would have had without this paragraph. No suit for recovery of any claim against Trustee based on acts or omissions related to the subject matter of this paragraph shall be sestainable unless commenced before expiration of sixty days after Trustee's possession ceases.

- 9. Upon, or any time after, the filing of a bill to foreclose this Trust Deed, some suitable person or corporation, if application therefor be made by Trustee or bolder, shall be appointed Beceiver of said premises and the rents, issues and profits 'a of, due and to become due, as a matter of right, without notice, and without plaintiff being required to give any bond, whe the premises be then occupied as a homestead or not, and irrespective of the solvency of any person or the adequacy of the centify, with the unall powers and duties of Receivers, and said Receiver may make leases deemed advantageous, court or the later or repair said premises and put and maintain them in first-class condition and out of the income, may pay or ense of receivership, insurance premiums, all taxes and assessments which are a liea or charge at any time during the letter of the court of such alterations and repairs, and may also pay and do whatever Trustee is hereby authorized to pay and do, including the applicable powers enumerated in Paragraph 8 hereof. The not income, or any part thereof, may be applied from time to time on any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, on the dedicinery, wheth r time on any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, on the dedicinery, wheth r time on any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, on the deficiency, wheth r time on any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, on the deficiency, wheth r time on any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, on the deficiency, wheth r time on any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, on the deficiency, wheth r time on any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, on the
- 10. Any Receiver a rustee in possession may remain in possession until the expiration of full period allowed by statute for redemption whether there be redemption or not, and until issuance of deed in case of sale but if no deed be issued, until expiration of the statutory priod luring which it may be issued. As to any power given Trustee by this Trust Deed exercisable after forcelosure decree or a le, the anust Deed shall not be deemed merged in the decree.
- 11. No lease of the mortgaged prer a shall be nullified or terminated by the appointment of a Receiver or by entry into possession of Receiver or Trustee, and such Receiver or Trustee may elect to terminate any lease which may be junior to the lieu of this Trust Deed.
- 12. Trustee or holder shall at all rease table times have the right to inspect said premises and access thereto shall be permitted for that purpose.
- 14. If the payment of said indebtedness or any part the cof be extended, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent 's such extension and their liability and the lieu and all provisions bettered shall continue in full force, the right of recourse again. a' ... the persons being expressly reserved by the holder of the indebtedness secured hereby notwithstanding the extension.
- 15. No bona fide holder of any note taken before maturity shall be : .tetr ! as to the benefit of this security by any equities or matters of defense which may exist in favor of Mortgagors or any other party in interest against any prior holder thereof.
- 16. Each request, notice, authorization, direction or demand hereby required or rmitted shall be in writing and the mailing thereof by registered mail to Mortgagors at 747 Chatham Road. G'en iew, Illinois or if Trustee is the intended recipient, to Trustee at 605 North Michigan A enue, Chicago, Illinois shall be sufficient service thereof on date of mailing, and no notice to any assignee or grante or Nortgagors shall be required.
- 17. Trustee has made no examination concerning the title, location, existence, or cond tion of the said premises, and shall not be liable, in any manner or form, with respect thereto, nor shall Trustee be obligated to recurbly instrument or exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or more an act of the constant of the property of
- 18. When all indebtedness secured by this Trust Deed has been fully paid, the Trustee shall release in a first Deed and the lien thereof by proper instrument upon presentation of evidence of such payment satisfactory to the Trust e. Where a release is requested of a Successor Trustee, it may regard as genuine any certificate of identification appearing on the principal note and purporting to be executed by the original Trustee, and where the release is requested of the original Trustee at distance executed a certificate on any instrument identifying same as the principal note described herein, it may accept at the great principal note herein described any note which may be presented and which conforms in substance with the description acrein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
  - 19. The powers herein mentioned may be exercised as often as occasion therefor arises,
- 20. Trustee at any time acting hereunder 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, inability or refusal to act of Trustee. Chicago Title and Trust Company
  an Illinois corporation, shall be Successor in Trust, and in case of its resignation, inability or refusal to act, the Recorder of Deeds of the county in which said property is situated shall be such Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- have the identical title, powers and authority as are herein given Trustee.

  21. The plural of any word herein used shall include the singular number and the singular shall likewise include the plural unless the context otherwise indicates.
- 22. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagora.

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The principal note described in and secured by this Trust Deed contains the following provisions:

pa	y up to 20% of original lo	oan, including required		
		vithout penalty. On amounts	•	
		there will be a 2% penalty		
		first five years and of 1%	•	
th	erealter.			
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		A second of the		
	*	•	-	
I' w ESS the hand	and seal_ of Mortgagors the day and	l year first above written.		
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Jain 1	5. Mutin (SELL)		(SEAL)	
John A. M' on	(GLAU)		(GEAL)	
Collan	rd Milton (SEAL)	•	(SEAL)	
Eleanor L. Mi to	n		•	
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Service OF THE SERVICE				
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The work		•		
60000	1997.18			
Contract of	a vicenou	a Notary Public in and for and residing in said	County, in the	
State Michigan NERE	BY CERTIFY THAT JOE 1 2. M	ilton and Eleanor L. Milton, H	is Wile	
		whose names are subscribed to the forego		:
appeared before me this da	y in person and acknowledged that	. Bigned, scaled and delivered the said Instru-	ment as their	
		h, including the release and waiver of the right		. ,
	200	a culin	A. D. 1970	
GIVEN under my han	d and Notarial Scal this 20	= " 0" - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 -	. D. 19	
•		Stries a Loens	le	
		Notary Public		2
	Mg Communica			
			. *	217
	•			<b>D</b> 3
		lender, the principal no a secu id by this Tru		262
be identified by the Truste	e herein named before the Trust Deed	is filed for record, and a tien of any change of	f ownership of	10
said note should be immedi	ately given to Trustee.			
The Principal Note me	entioned in the within Trust Deed ha	s been identified herewith.	•	
Register No. 1457				
	LAKE SHORE NATIONA	AL BANK	as Trustee,	
	0 8 1 1 0		THE THERES	
Ву	Vice President		<del>)~</del>	
	vice President	<i>•</i>		
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Property of Coop County Clerk's Office

END OF RECORDED DOCUMENT