



OCT 29 59-85-435 M

4-4

TRUST DEED

IMPORTANT

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

21 303 599

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE Made October 27 19 70, between _____
_____ EDDIE ROSS and FLORENCE ROSS, his wife
_____ Illinois
of the Village of Lincolnwood, County of Cook, State of _____ herein referred to as "Mortgagors," and

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON

a banking corporation duly qualified to act as trustee and doing business in the City of Evanston, County of Cook and State of Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Principal Promissory Note(s) hereinafter described, said legal holder or holders being herein referred to as HOLDERS OF THE NOTE(S), in the PRINCIPAL SUM of _____

_____ THIRTY NINE THOUSAND _____ DOLLARS, evidenced by _____ Principal Promissory Note(s) of the Mortgagors of even date herewith, made payable to BEARER _____ and delivered, said Principal Note _____ being for the sum of THIRTY-NINE THOUSAND DOLLARS (\$39,000.00); said principal and interest thereon until maturity at the rate provided in said note payable in monthly instalments as specified in said note until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of December, 1990.

Said note(s) bearing interest after maturity at the rate of _____ per cent per annum, and payable at such place as the holders of the note(s) may, from time to time, in writing appoint, and in absence of such appointment, then at FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements 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 Village of Northbrook _____ County of _____ AND STATE OF ILLINOIS, to wit:

LEGAL DESCRIPTION RIDER

_____ easement's appurtenant to the above described _____

21 303 599

Clerk's Office

consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby present, 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 Village of Northbrook, County of Cook, State of Illinois, to wit:

99

LEGAL DESCRIPTION RIDER

Unit No. 84 as delineated on Plat of Survey of the following described real estate (hereinafter referred to as "Parcel"): The East 111.08 feet of that part of Lot 4 in Superior Court Partition (hereinafter described) lying West of and adjoining the West line of Sherman Road and lying South of and adjoining the South line of Plymouth Lane as recorded July 14, 1970 as Document 2120946S; also The West 191.16 feet of that part of Lot 4 in Superior Court Partition (hereinafter described) lying East of and adjoining the East line of Somerset Lane and lying South of and adjoining the South line of Plymouth Lane as recorded July 14, 1970 as Document 2120946S; together with that part of Lot 5 in Superior Court Partition (hereinafter described) bounded and described as follows: beginning at the intersection of the North line of said Lot 5 with the East line of Somerset Lane as recorded July 14, 1970 as Document 2120946S; thence South on said East line of Somerset Lane extended South, a distance of 58.91 feet; thence Southeasterly on an arc of a circle having a radius of 65.0 feet and whose center is 123.75 feet North of the South line of said Lot 5 and 175.50 feet East of the West line of said Lot 5, a distance of 42.10 feet; thence East on a line (which if extended West would form right angles with said East line of Somerset Lane extended South) a distance of 18.22 feet to the West line of the East 350.0 feet of said Lot 5; thence North on the West line of the East 350.0 feet of Lot 5, a distance of 86.52 feet to the North line of said Lot 5; thence West on said North line of Lot 5, a distance of 130.12 feet to the place of beginning; also The South 5.04 feet of the West 140.25 feet of Lot 4 in Superior Court Partition of the East half of the South east Quarter of the Northeast Quarter of Section 16, Township 42 North, Range 12, East of the Third Principal Meridian, according to the plat recorded February 24, 1928 as Document No. 993629S; together with the North 118.73 feet of the West 140.25 feet of Lot 5 in Superior Court Partition aforesaid (excepting from said North 118.73 feet of the West 140.25 feet of Lot 5 that part falling within a circle having a radius of 65.0 feet and whose center is 123.75 feet North of the South line of said Lot 5 and 175.50 feet East of the West line of said Lot 5) all in Cook County, Illinois, which Plat of Survey is attached as Exhibit D to Declaration of Condominium made by First National Bank & Trust Company of Evanston, a National Banking Association, as Trustee under Trust Agreement dated June 23, 1969 and known as Trust No. R-1422, recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 21297385, together with an undivided 6.077 per cent interest in said parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Plat of Survey).

Mortgagor also hereby grants to Trustee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and in a certain Declaration of Covenants and Restrictions and Plan for Condominium Ownership for the Commons in Northbrook (hereinafter referred to as "the Master Declaration") which was recorded as Document No. 21173638.

This Trust Deed is subject to all rights, terms, liens, easements, restrictions, conditions, covenants and reservations contained in the said Declaration and the said Master Declaration the same as though the provisions of said Declaration and Master Declaration were recited and stipulated at length herein, which, with the property hereinafter described, is referred to herein as the "premises".

"All of the covenants and obligations of the Mortgagor to the Trustee and the holder of the Note which are contained in a Condominium Agreement on file with the Trustee which is dated, executed and delivered concurrently herewith, to which reference is hereby made, are hereby incorporated herein, in the manner and on the terms set forth in said Agreement, as fully as if written out verbatim in this Trust Deed."

THE ADDRESS FOR LEGAL NOTICE TO THE TRUSTEE SHALL BE:

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON
800 Davis Street
Evanston, Illinois.

21 303 599

Property

1000000

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

TOGETHER with all improvements, accessories, 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 (whether single units or centrally controlled) now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, heating, service and sprinkler protection, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inside beds, windows, vacuum cleaners, incinerators, 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, and for the equal security of the said principal note(s) hereinafter described and any interest coupons thereto attached, without preference or priority of any one of said principal notes and the interest coupons thereto attached over any of the others by reason of priority of time of maturity, or of the negotiation thereof, or otherwise, and free from all rights and claims 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 but lines 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 note(s); (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 the premises except as required by law or municipal ordinance.

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(s) 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. To secure the payment of such general and special taxes and assessments, Mortgagors shall, upon request, deposit with the holders of the note(s), on each of the due dates of installments of principal or interest on said note(s), amounts fixed by the holders of the note(s) in order to create and maintain a fund sufficient to pay the general and special taxes and assessments assessed against the premises as they accrue or become due, said deposits to be made so that the holders of the note(s) shall have on deposit in advance of the due date of each installment of taxes and assessments an amount equal thereto. No interest shall be allowed on such tax and assessment deposits.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient 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(s) under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note(s), 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(s), and, in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note(s), or of any of them, may, but need not, make full or partial payments of principal or interest hereinafter required of Mortgagors 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 claim thereon, or redeem from any tax 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(s), or of any of them, 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(s) shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note(s) 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 office 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 claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal note(s), or of any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note(s) or interest coupons or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note(s) and interest coupons or any of them, or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and levied on 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(s), or any of them, 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, surveys, policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note(s), or of any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to holders 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(s) 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.

21 303 509 Office

