

JUN 21 63-18-221L  
4-1/2

04-24-300-013-0000

TRUST DEED

THIS INDENTURE, Made JUNE 07, 1974 between RICHARD J. ROTH AND SHIRLEY W. ROTH, HIS WIFE herein referred to as "Mortgagors," and HARRIS Trust and Savings BANK.

22 758 972

an Illinois banking corporation having its principal office in the city of Chicago, Illinois herein referred to as "Trustee" and "Trustee's Office".  
THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter referred to as "Holder of the Note" in the principal sum of Sixty Thousand and No/100 Dollars \$ 60,000.00 evidenced by one certain Installment Note of the Mortgagors of even date herewith and payable to HARRIS Trust and Savings Bank which said Note the Mortgagors promise to pay the principal sum and interest on the unpaid principal amount thereof in installments of principal and interest, if not so paid, due on the 1ST day of JULY 1974 and monthly payments on account of indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal and in the event of default in the payment of any amount due thereon the entire principal amount thereof (whether or not the Note shall bear interest at a rate per annum determined by adding 1% to the rate set forth in said Note or at 9% per annum, whichever is less, until such default shall be cured.

All payments of principal and interest shall be made payable at such banking institution or institutions as may be designated by the holders of the Note from time to time in writing appoint, and in absence of such appointment then at the office of the Trust and Savings Bank in said Chicago.

NOW THEREFORE the Mortgagors agree the payment of the said principal sum of money and said interest in accordance with the provisions and limitations of this Trust Deed and the performance of the covenants and agreements hereinafter contained by the Mortgagors and also in consideration of the sum of One Dollar in hand paid the receipt whereof hereby acknowledged by these Mortgagors and WARRANT unto the Trustee, its successors and assigns the following described Real Estate and all of the estate rights therein, situate, lying and being in the State of Illinois:

VILLAGE OF NORTFIELD COOK

LOT 9 IN SUNSET ACRES SUBDIVISION OF THE SOUTH ONE HALF OF THE NORTH WEST ONE QUARTER OF THE SOUTH WEST ONE QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

500

TOGETHER with all buildings, improvements (furniture, equipment, fixtures and appliances thereon, hereafter, and all real and personal property then or hereafter owned by the Mortgagors, and all other assets of the Mortgagors, shall be conveyed as security for the payment of the indebtedness secured hereby, and all of the Mortgagors hereby agree that the property hereinafter described (whether single units or centrally controlled), and ventilation and all means, window shades, lighting, heating, cooling, air conditioning, plumbing, electric fixtures, stoves, boilers, sinks and water heaters. All of the foregoing are included in the description of said real estate whether physical or otherwise and it is agreed that all similar apparatus, equipment or articles hereafter acquired in the premises by the Mortgagors or their successors 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, from and to the heirs, assigns and upon the covenants herein set forth, free from all rights and benefits under and by virtue of the Homestead-Exemption laws of the State of Illinois, which 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 be damaged or destroyed, (2) keep said premises in good condition and repair, without waste and free from mechanics or other liens or claims, and expressly subordinate to the lien hereof. (3) pay when due any indebtedness which may be secured by a lien of charge on the premises superior to the lien hereof, and upon receipt exhibit satisfactory evidence of the discharge of such prior lien to the Trustee or to his/her or their attorney in a reasonable time any building or buildings now or at any time in process of erection upon said premises, in compliance with all requirements of all applicable municipal ordinances with respect to the premises and the use thereof, and (4) without prior written consent of the holder or holders of the Note, if first had and obtained, not make, permit, cause, or contract or agree to the sale, assignment, transfer or lease of said premises or any part thereof or interest therein, and not make any material alteration in said 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 from the Trustee or its holders of the note, furnish 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 or such other hazards or contingencies as the holders of the note may require under policies providing payment by the insurance companies of no less than the amount of the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the provisions of the Note, and in compliance with insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the Note. Such policies shall 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.
- 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 perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim upon the premises, or defend from any tax sale or forfeiture affecting said premises or contest any tax assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other money 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 such matters herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with 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.
- 5 The Trustee or the holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may file 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 or 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 Note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) in the case of default for ten days in making payment of any installment of principal or interest on the Note, or (b) in case the undersigned shall, without the prior written consent of the holder or holders hereof, sell, assign, transfer or lease the real estate subject to said indebtedness, or (c) in any event, at the option of the holder or holders of the Note, if the default shall occur and continue for thirty days in the performance or observance 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 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 the amount to be expended after entry of the decree) and procuring all such abstracts of title, title searches and examinations, guarantee policies, foreclosing affidavits, and all other necessary and proper expenses, not exceeding five percent (5%) of the principal amount of the indebtedness hereby secured, plus interest thereon at the rate of eight per cent per annum, from the date of the decree for sale until the same shall be paid in full, and in the event of a sale of the premises the proceeds of such sale shall be applied to the payment of the indebtedness hereby secured, and the balance of the proceeds, if any, shall be paid to the Mortgagors or their heirs, assigns and assigns.

THIS INSTRUMENT WAS PREPARED BY G. JARZYK, TAXES TRUST AND SAVINGS BANK  
HARRIS TRUST AND SAVINGS BANK, CHICAGO, ILLINOIS

# UNOFFICIAL COPY

...in the following order of priority: First on account of ...  
...Second ...  
...Third ...  
...Fourth ...  
...Fifth ...

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good against the party interested same in an action at law upon the Note hereby secured.

11. Trustee or the holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be given for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises nor shall Trustee be obliged to insure the Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, but he shall be liable for any acts or omissions hereunder in case of its own gross negligence or misconduct so that of the agents or employees of Trustee and it may require indemnities satisfactory to the exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation to him of satisfactory evidence that all the taxes 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 either before or after the maturity of the Note represents himself as the holder of the Note and such release shall be binding upon Trustee, provided representation Trustee may accept as true without inquiry. Where a release is requested of Trustee, a trustee, successor trustee, or other person who is the genuine Note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereof, or any person who claims to make hereof and where the release is requested of the original trustee and it has never executed a certificate on any instrument representing the Note described herein, it may accept as the genuine Note herein described any note which bears a certificate of identification purporting to be executed by the person herein designated as maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Illinois, in which this instrument shall be recorded, in case of the resignation inability, refusal or death of Harris Trust and Savings Bank as Trustee, then the Trustee shall be deemed to be composed of Cook County Illinois shall be and it is hereby agreed as follows: Any Trustee or Trustee hereunder shall be subject to the provisions of the Trust Deed, title, powers and authority as are herein given to Trustee and any Trustee of successor trustee shall be deemed to have accepted the provisions of the Trust Deed hereunder.

15. The Trust Deed and all provisions hereof shall remain in full force and effect until the full payment of the principal sum of the Note and the word "Mortgagor" when used herein shall include all such persons named in the Trust Deed and who are bound by the terms hereof. For the purpose of this Trust Deed, when used herein shall include all such persons named in the Trust Deed who are bound by the terms hereof.

16. In order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder, Mortgagor and Trustee shall deposit with the holders of the Note or such other person firm or corporation as the holder of the Note may designate in the office of the Recorder or Registrar an amount equal to 1 1/2% of the annual taxes and assessments levied against the premises under the Trust Deed plus the annual premium on such tax and as determined by the amount of the last available bills. The moneys thus deposited shall be used to pay taxes, assessments and insurance premiums and are to be applied to the payment of such taxes and assessments as the same become due for the following insurance policies which are listed hereafter or for paying premiums thereon, and in the event any deficit shall exist in the amount of such taxes, assessments and insurance premiums, Mortgagor agrees to do all that is necessary to make up the deficiency. Nothing in this paragraph contained, however, shall release Mortgagor from the performance of the covenants and agreements relative to the payment of taxes, assessments and insurance premiums. In case of default in payment of such taxes, assessments and insurance premiums, Trustee shall be authorized to sell the premises hereunder and to apply the proceeds of such sale to the installment or in the performance of any of the covenants and agreements of Mortgagor hereunder, and in case of default in payment of such taxes, assessments and insurance premiums the Trustee shall have the right to sell the premises hereunder and to apply the proceeds of such sale to the installment or in the performance of any of the covenants and agreements of Mortgagor hereunder.

17. Harris Trust and Savings Bank (individually may buy, sell, own and hold the Note and interest hereon but in no event shall it be released or not a default shall have occurred, and it shall be a holder of the Note and interest hereon, and it shall be a holder of the Note and interest hereon, and it shall be entitled to all the same securities and to the same rights and remedies as are set forth in this Trust Deed and in the instrument which was recorded in said Bank were not the Trustee under this Trust Deed. No member of the interest of Harris Trust and Savings Bank as a holder of the Note or as a lender shall ever be deemed to have been a partner, associate or employee of Mortgagor. Any instrument executed by the Note as a holder of the Note may be taken jointly by the Trustee and any holder of the Note.

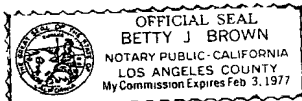
Witness the hand of Richard J. Roth on this 14th day of JUNE AD 1977.

Richard J. Roth  
RICHARD J. ROTH

Witness the hand of Shirley W. Roth on this 14th day of JUNE AD 1977.

Shirley W. Roth  
SHIRLEY W. ROTH

STATE OF CALIF. }  
County of LOS ANGELES }  
I, BETTY J. BROWN  
Notary Public in and for the County of Los Angeles, California,  
DO HEREBY CERTIFY THAT RICHARD J. ROTH  
AND SHIRLEY W. ROTH, HIS WIFE  
who ARE personally known to me to be the same person S  
whose name S ARE THEY THEIR  
before me this day in person in the knowledge that THEY  
signed, sealed and delivered on said instrument as THEIR  
and voluntarily act for the uses and purposes herein set forth,  
release and acquit of the said instruments.



Betty J. Brown  
NOTARY PUBLIC

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 Installment Note mentioned in the within Trust Deed has been identified here-with under identification No. M 575  
HARRIS TRUST AND SAVINGS BANK, as Trustee  
By Margaret E. Larsson  
Pro Cashier

Mail to: REAL ESTATE LOAN DEPARTMENT  
HARRIS TRUST AND SAVINGS BANK  
111 WEST MONROE STREET  
CHICAGO, ILLINOIS 60690

COOK COUNTY ILLINOIS FILED FOR RECORD JUN 21 1977 BOX 583 \*22758972

END OF RECORDED DOCUMENT