

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS

FORM No. 206
Mar. 1965

TRUST DEED (Illinois)
For use with Fictio Form 1448
Monthly payments including interest

MAR 3 3 05 PM '76

23 411 731

*23411731

The Above Space For Recorder's Use Only

THIS INSTRUMENT, made March 3, 1976, between **FREDERICK O. LUCAS AND MARY LUCAS**,
HIS WIFE, herein referred to as "Mortgagors," and
**FIRST NATIONAL BANK OF SKOKIE, A National Banking Association organized and existing under the
laws of the United States of America**,
wherein said Mortgagors are jointly indebted to the legal holder of a principal promissory note,
dated and dated herewith, executed by Mortgagors, made payable to

FIRST NATIONAL BANK OF SKOKIE
and delivered, in and by the note Mortgagors promise to pay the principal sum of
Forty-Thousand and 00/100 (\$40,000.00) Dollars, and interest
on the balance of principal remaining from time to time unpaid at the rate of **B 1/2** per cent per annum, such principal sum and interest
to be payable in installments as follows: **Three Hundred Fifty-Four and 18/100 (\$354.18)** Dollars
on the **1st** day of **May**, 1976, and **Three Hundred Fifty-Four and 18/100 (\$354.18)** Dollars
on the **1st** day of each and every 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 **April**, 1995; all such payments on account of the indebtedness evidenced
by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal, the portion of each
of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of
the **highest legal rate of interest** payable at **FIRST NATIONAL BANK OF SKOKIE, SKOKIE, ILL.**

in and at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that
at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall
become at once due and payable, at the place of payment above set out, in case default shall occur in the payment, when due, of any installment of principal
or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement
contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all
parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and
limitations of the above mentioned note and 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,
Mortgagors by these presents CONVEY and WARRANT unto the Trustee and his 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**
Arlington Heights, COUNTY OF **Cook** AND STATE OF ILLINOIS, to wit:

**LOT 443 in Ivy Hill Subdivision Unit number 9, being a Subdivision of part of the South Half
of the North West Quarter of Section 16, Township 42 North, Range 11 East of the Third
Principal Meridian in the Village of Arlington Heights, including Township, Cook County,
Illinois.****

which, with the property hereinafter described, is referred to herein as the "premises." See Rider Attached & Made Part Hereof
TOGETHER with all improvements, easements, 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 (such rents, issues and profits are to be paid primarily and on a parity with
said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter thereon used to supply heat,
gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without re-
stricting the foregoing) screens, window shades, awnings, storm doors and windows, floor coverings, ladder tools, and water heaters. All
of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that
all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their suc-
cessors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

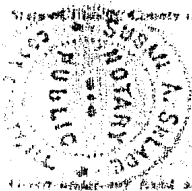
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed)
are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on
Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Fredrick O. Lucas
FREDERICK O. LUCAS
Mary Lucas
MARY LUCAS

(Seal) **11 00** (Seal)
(Seal) (Seal)



I, the undersigned, a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY that **FREDERICK O. LUCAS**
AND **MARY LUCAS**
personally known to me to be the same person or persons whose name or names are
subscribed to the foregoing instrument, appeared before me this day in person, and acknowl-
edged that they signed, sealed and delivered the said instrument as their
free and voluntary act, for the uses and purposes therein set forth, including the release and
waiver of the right of homestead.

NAME **FIRST NATIONAL BANK OF SKOKIE**
MAIL TO **ACHES 6001 Lincoln Ave**
SKOKIE ILL. 60076 ZIP CODE **60076**

ADDRESS OF PROPERTY
1604 E. Waverly
Arlington Heights IL
THE ABOVE ADDRESS IS FOR STATISTICAL
PURPOSES ONLY AND IS NOT TO BE USED FOR
MAILING PURPOSES
SENDS SUBSTITUTIONS DATE WITH THE
ADDRESS

23 411 731

UNOFFICIAL COPY

Parties of the first part, jointly and severally further covenant and agree:

1. That they will pay each month, in addition to the principal and interest, as one monthly payment, an amount equal to 1/12 of the annual taxes, and special assessment installments, if any, and premiums for insurance for fire and other hazards to protect the party of the second part, which sum is to be held by holder of Note to pay said items when due, and the party of the first part further agrees to secure said bills and deliver them to holder of note; the holder of the Note shall not be obliged to obtain said bills; nor to advance any funds beyond those it holds, and it shall have sole discretion in their allocation and payment and it shall have the right to pay bills for the above as rendered;
2. They will not sell the property hereto conveyed nor make any conveyance of the title of said property, nor in any way effect a change of ownership while any part of the indebtedness secured hereby is not fully paid, and in the event they do so, such act shall cause the entire sum due holder of the note secured hereby shall then become due and payable, at sole election of holder of Note.

23 411 731

UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgages shall (1) keep said premises in good condition and repair, without waste, (2) promptly repair, restore, or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed, (3) keep said premises free from encumbrances or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof, (4) 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, (5) complete within a reasonable time any building or building repair or at any time in process of erection upon said premises, (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgages 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorms 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 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 may, but need not, make any payment or perform any act hereinbefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior indebtedness, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure 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 reasonable attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized has been 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. 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 Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or claim 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. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the time of the principal or interest due on any indebtedness secured by this Trust Deed shall, unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in any Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur, and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due, whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to enforce 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documents 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, guarantee policies, Torrens certificates, and similar data and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to be used at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be added to such 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 in connection with (1) any action, suit or proceeding, including but not limited to 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 (2) the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or (3) the preparations for the decree of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. 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 costs 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 note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unpaid, fourth, any surplus plus to Mortgages, then heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied in a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemptors, whether there be redemption or not, as well as during any further time when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary (a) as usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing 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 permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated or held liable under this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnification therefor in his favor exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all the obligations secured by this Trust Deed have been fully paid, and Trustee may execute and deliver a release hereon to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be received by the persons herein designated as the makers thereof, and where the release is requested of the original Trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed, in case of the death, resignation, inability or refusal to act of Trustee, or in case of his death, resignation, inability or refusal to act, the then Recorder or Deeds of the county in which the premises are situated shall be deemed Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the said "Mortgages" when used herein shall include all such persons and all persons of any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, on this Trust Deed.

IMPORTANT

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

The Indenture Note mentioned on the within Trust Deed has been

4148
FIRST NATIONAL BANK OF CHICAGO
BY: _____
Vice President

23 41 701

RECORD OF RECORDED DOCUMENT