

TRUST DEED

This instrument prepared by
K. Cooke 1250 Shermer Road
Northbrook, Ill. 60062

23 418 651

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 4th 1976, between FRANK W. ADKINS and DOROTHY ADKINS, his wife

herein referred to as "Mortgagors," and NORTHBROOK TRUST & SAVINGS BANK, an Illinois corporation doing business in Northbrook, 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 *THIRTY-TWO THOUSAND AND NO/100* * * *(32,000.00) * * * Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHBROOK TRUST & SAVINGS BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from after date on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum in instalments as follows:

Dollars on the 5th day of May 1976 *TWO HUNDRED FIFTY-SEVEN AND 68/100* * * Dollars on the 5th 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 5th day of April 1981 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 NORTHBROOK TRUST & SAVINGS BANK in Northbrook, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said 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 Cook AND STATE OF ILLINOIS, (SEE RIDER ATTACHED)

Unit Number 71 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 Shermer Road and lying South of and adjoining the South line of Plymouth Lane as recorded July 14, 1970 as document 21209488 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 No. 21209488 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 21209488 thence South on said East line of Somerset Lane extended South a distance of 58.91 feet thence South Easterly 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 98.82 feet to the West line of the East 330.0 feet of said Lot 5, thence North on the West line of the East 330.0 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 point 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 North East 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. 9936295 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 Number R-1422 recorded in the office of the recorder of Deeds of Cook County, Illinois as document No. 21297385 together with an undivided 5.939 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) all in Cook County, Illinois

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Property of Cook County Clerk's Office

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

TOGETHER with all improvements, tenements, emements, 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 conditioning, 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, inador beds, 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.

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 are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

Witness the hand S and seal S of Mortgagors the day and year first above written.

Frank W. Adkins [SEAL] Dorothy V. Adkins [SEAL]
Frank W. Adkins [SEAL] Dorothy Adkins [SEAL]

STATE OF ILLINOIS

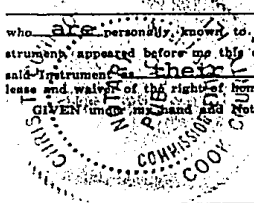
I, Chris T. Cunico

County of Cook

is a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Frank W. Adkins and Dorothy Adkins, his wife

who are personally known to me to be the same person S whose name S subscribed to the foregoing Instrument appeared before me this 11th day in person and acknowledged that they signed, sealed and delivered the said instrument of their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 11th day of March A. D. 1976



Chris T. Cunico
Notary Public.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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.

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 or windstorm 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.

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 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 title or claim thereof, 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 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 as 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. In action 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 in the part of Mortgagors.

5. The Trust 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 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) 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 shall continue for three days in the absence 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, if any such holder or Trustee shall so desire, and 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 stamps, post expenses, stamping charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree for sale) and all such abstracts of title, title searches and examinations, guarantee policies, force certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sale or to evidence to holders of the note 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 in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which this Trust Deed is a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) the preparation of any suit for the foreclosure hereof after removal of such right to foreclose whether or not actually commenced; or (c) preparation of any suit for the defense 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 unpaid indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill 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 adequacy or in adequacy of Mortgagors at the time of foreclosure, and may be made either before or after sale, without notice, without regard to the adequacy or in adequacy of Mortgagors at the time of foreclosure. The receiver 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 of redemption, whether there be redemption or not, as well as during any further time when Mortgagors, executor or the intestator of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court 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, proceeding or judgment in 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 or of any obligation hereof shall be subject to any defense which would not be good and available to the party enforcing 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 to record 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before 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 indebtedness 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 shall, either before or after maturity of the note, produce and exhibit to Trustee the note, representing the note, together with all indebtedness to any secured party herein, which representing any secured party without liability. Where a release is requested of a secured party, such secured party may accept as the genuine note hereby 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 note and which purports to be executed by an assignor herein designated as the maker hereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note hereby secured any note which may be presented and which conforms in substance with the description herein contained of the 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 of Deeds or Registrar of Titles in which this instrument shall have been recorded or filed in case of the redemption, liability or refusal to act of Trustee, the duties and powers of Trustee of the county in which the premises are situated shall be 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. The Installment Note hereby secured is subject to prepayment in the manner and upon the conditions set forth in said note.

17. That, if there shall be any change in the ownership of the premises covered hereby without the consent of the mortgagor, the entire principal and all accrued interest shall become due and payable at the election of the mortgagor, and foreclosure proceedings may be instituted thereon.

18. The mortgagor hereby reserves the right and the mortgagor on its or their behalf and on behalf of its or their assignees agree that the mortgagor may charge the minimum sum of \$25.00 for the preparation and execution of a release of the within mortgage and the assignment of rents.

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MAILED 11
Sydney R. Olson

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 herewith under Identification No. _____
NORTHBROOK TRUST & SAVINGS BANK, Trustee.
by _____, Vice President

mail to:
NAME Northbrook Trust & Savings Bank
STREET 1250 Shermer Road
CITY Northbrook, Ill. 60062
INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 2049 Plymouth Lane Nbk.

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

23418651

END OF RECORDED DOCUMENT