

COOK COUNTY ILLINOIS
TRUST DEED FILED FOR RECORD
APR 23 '76 3 05 PM

23 461 441

RECORDED FOR DEED

23461441

THE ABOVE SPACE FOR RECORDERS USE ONLY

APR 19 64-48-582 H

THIS INDENTURE, Made April 6, 1976, between The Mid-City National Bank of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated April 5, 1976 and known as Trust Number 1199, herein referred to as "First Party," and K. A. Skopec, As Trustee and R. J. Yenerich, As Successor Trustee an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Forty Five Thousand & 00/100's ----- Dollars,

made payable to THE ORDER OF BEARER

and delivered in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from April 6, 1976

8 3/4 percent per annum in instalments (including principal and interest) as follows:

Eight Hundred Five & 58/100's -----

Dollars on the 17th day of May 1976 and Eight Hundred Five & 58/100's -----

Dollars on the 17th 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 17th day of April 1982

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 8 3/4 percent per annum, and all of said principal and interest being made payable at such banking house or trust company in The City of Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment at the Office of The Mid-City National Bank of Chicago.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successor and assigns, the following described Real Estate situated, lying and being in the Village of Northbrook COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Commencing at a point on the North Line and 16 Rods East of the North West Corner of Section 14, Township 42 North, Range 12 East of the Third Principal Meridian, running thence East 4 Rods; Thence South 20 Rods; Thence West 4 Rods; Thence North 20 Rods to the point of beginning, in Cook County, Illinois. ***

This Instrument was Prepared by:

Margaret K. Kurrigan
The Mid-City National Bank of Chicago
801 West Madison Street
Chicago, Illinois 60617

10.00

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

TOGETHER with all improvements, attachments, fixtures, and appurtenances thereto belonging, and all rent, issues and profits thereof for so long and during all such times as First Party, its successors or assigns 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 First Party or its 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. IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for work not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises hereof 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessments, which First Party may desire to contest; (i) 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; (j) in compliance with the requirements of 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 to deliver all policies, including additional and renewal policies, to holders of the note; and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then

MAIL TO:

THE MID-CITY NATIONAL BANK

BOX 752

PLACE IN RECORDER'S OFFICE BOX NUMBER

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

23 461 441

Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or principal and interest in prior installments, 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 such 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 shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

12. If the Mortgagor conveys, assigns or transfers his or her interest in said described Real Estate, then at the option of the Mortgagee, the entire unpaid balance shall become due and payable immediately without notice.

THIS TRUST DEED is executed by The Mid-City National Bank of Chicago, a National Banking Association, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Mid-City National Bank of Chicago, a National Banking Association, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Mid-City National Bank of Chicago, a National Banking Association, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, or any liability of the said First Party or said Mid-City National Bank of Chicago, a National Banking Association, claiming any right or benefit hereunder, and that so far as the First Party and its successors and said Mid-City National Bank of Chicago, a National Banking Association, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided by action to enforce the personal liability of the guarantor, if any.

WITNESS WHEREOF, The Mid-City National Bank of Chicago, a National Banking Association, not personally, but as Trustee as aforesaid, has caused this instrument to be signed by its Vice-President, and its corporate seal to hereon be affixed and attested by its Assistant Trust Officer, the day and date first above written.

THE MID-CITY NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally,
Attest: [Signature] VICE-PRESIDENT AND TRUST OFFICER
[Signature] ASSISTANT TRUST OFFICER

STATE OF ILLINOIS
COUNTY OF COOK
NOTARY PUBLIC
M. P. KERRIGAN
801 West Madison St., Chgo., Ill. 60607

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice-President and Trust Officer and Assistant Trust Officer of THE MID-CITY NATIONAL BANK OF CHICAGO, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Vice President and Trust Officer and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as a member of the corporate staff of said Bank caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.
Given under my hand and Notarial Seal Date April 8, 1976
Bernadine L. Rothlisberg
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 Instrument Note mentioned in the within Trust Deed has been identified herewith under identification No.
BY K. A. Skopec, As Trustee

END OF RECORDED DOCUMENT

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