

TRUST DEED

This instrument prepared by
C. Walsh 1250 Shermer Rd.
Northbrook, Ill. 60062

23-779 482

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made January 10th

1977, between WILLIAM N. WEAVER AND
JUDITH LYNNE WEAVER, his wife

10⁰⁰

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

FORTY-SEVEN THOUSAND AND NO/100 * * * (47,000.00) * * * * 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 1/4 per cent per annum in instalments as follows:

THREE HUNDRED SEVENTY AND 58/100
Dollars on the 20th day of March 1977 and
THREE HUNDRED SEVENTY AND 58/100
Dollars on the 20th day of each MONTH thereafter until said note is fully paid except that the final pay-
ment of principal and interest, if not sooner paid, shall be due on the 20th day of February, 2002
All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal bal-
ance 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, provi-
sions 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,
to wit:

Lot 27 in Fox Run, being a Subdivision of part of the South
1/2 of the West 1/2 of the Northwest 1/4 of Section 21, Township
42 North, Range 12, East of the Third Principal Meridian,
according to the plat thereof recorded October 7, 1976,
as Document No. 23664988, in Cook County, Illinois*****

which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all improvements, tenements, 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 therein (which are pledged primarily and on a parity with said real estate and not sec-
ondarily), 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, interior 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 here-
in 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.

William N. Weaver
William N. Weaver

Judith Lynne Weaver [SEAL]
Judith Lynne Weaver [SEAL]

STATE OF ILLINOIS

I, Pauline Jerch

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
William N. Weaver and Judith Lynne Weaver, his wife



who are personally known to me to be the same persons S whose names S are subscribed to the foregoing In-
strument, appeared before me this day in person and acknowledged 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 re-
lease and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 12th day of January, A. D. 19 77

Pauline Jerch
Notary Public.

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said buildings in good condition and repair, without waste, and free from mechanical or other defects; (3) keep the same insured against fire and theft by fire insurance, and the policy or policies shall be made payable to the mortgagee or its assigns, and the same shall be expressly subordinated to the lien hereof; (4) put up when due any indebtedness which may be secured by 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 buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or ordinance 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.

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 property when due, and shall, upon written request, furnish to Trustees 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. Mortgages 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 buildings and improvements destroyed or damaged, or to pay the actual cash value of the buildings and improvements destroyed or damaged, and 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

4. In case of default thereon, Trustee or the holders of the note may, but need not, make or cause to be made full or partial payments of principal and interest at principal place or places, 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 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 so much additional debt hereby assumed hereunder and shall bear the same rate of seven per cent per annum as the interest thereon. No payment or satisfaction of such indebtedness shall constitute a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

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 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.

of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgages shall pay each item of indebtedness herein mentioned, with principal and interest, when due according to the terms hereof. At the option of the Mortgages, the principal and interest on any 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 continue for three days in the performance of any other agreement of the Mortgages herein.

Concededly, when the indebtedness hereby foreclosed shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to sue for, and 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 made by the holder of the note or Trustee 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, guaranteeing title, and other expenses incurred by either to prosecute such suit or to evidence to bidders 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 holder of the note or Trustee for the foregoing purposes shall be paid by the holder of the note or Trustee, or by the mortgagor, in advance of the commencement of the rate of one per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate proceedings, for the enforcement of the lien hereof, 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; and (c) preparations for the defense of any threatened suit or proceeding which might affect the premises, 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 costs and expenses in debt 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagees, their heirs, legal representatives or assigns, as their right 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 Marjorie's claim at the time of application for such receiver, and without regard to whether or not such receiver is appointed in lieu of a receiver of such premises. 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, and to exercise all other powers which may be necessary or appropriate to carry out the purposes of this deed. Such receiver may be removed by the court, and all other powers which may be necessary or appropriate for the protection, preservation, 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 its hands in payment of interest or principal on the indebtedness secured by this deed, or to apply the same in payment of the principal of such indebtedness. The receiver may be removed by the court superior to the lien hereof or of such deed, as provided such application is made in accordance with the provisions of the law relating to the removal of a receiver.

10. No action for enforcement of any of the provisions of this deed shall be subject to any defense which would not be good and available against the obligor in the same action at the time the note was lawfully 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 its officers or employees of Trustee, and it may require indemnities satisfactory to it before exercising

19. Trustee shall release this trust deed and the lien hereof, if 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, before or after maturity thereof, produce and exhibit to Trustee the same, but all indebtedness hereby secured has been paid, which representation Trustee may not be required to verify. Where 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 lender or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate in any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of any one of the trustees of the estate in which the trustees are situated, the Trust Agreement or Trust Agreement in Trust hereunder shall be the final 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 said "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or on any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

17 That if there shall be any change in the ownership of the premises

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

18. The mortgagee hereby reserves the right and the mortgagor on its or their behalf and on behalf of its or their assignees agree that the mortgagee 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.

COPIES TO: ILLINOIS
FILED FOR RECORD

JAN 13 12 48 PM '77

RECORDS OF DEEDS

*23779482

I M P O R T A N T

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 Instalment Note mentioned in the within Trust Deed has been identified
 herewith under Identification No. **953**
NORTHBROOK TRUST & SAVINGS BANK as Trustee,
 by *Charles H. Fable*
 Vice President

NAME | NORTHEROCK TRUST & SAVINGS BANK
STREET | 1250 SHERMER ROAD
CITY | NORTHEROCK, ILL. 60062
INSTRUCTIONS | OR
RECORDER'S OFFICE BOX NUMBER |

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

END OF RECORDED DOCUMENT