UNOFFICIAL COPY

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note herein after described, thereinanter called the "Holders of the Note", in the principal sum of NE HUNDRED THOUSAND and 00/100	THIS INDENTURE, made—February 25, —— 19 77, between STATE NATIONAL BANK, a National Banking Association, doing business in Evanston, Illinois, (hereinafter called "Mortgagor"), and interest in the Privates"), witnesseth: ITLAT, WIREERS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter called the "Holders of the Note"), in the principal sum of the Instalment Note hereinafter called the "Holders of the Note"), in the principal sum of Mortgagor in the Instalment Note hereinafter called the "Holders of the Note"), in the principal sum of the sum of the State of the Note the Mortgagor promises to pay such principal remaining from time to time unpain and interest some date — on the balance of Principal remaining from time to time unpain at the rate of -2 1/3-per cent per annum in instalments as follows: —EIGHT HUNDRED THIRTY TWO and 00/100— (\$832.00) Dollars on the first—day of — May —— 19 77— and **LOTT HUNDRED THIRTY TWO and 00/100— (\$832.00) Dollars on the first—day of each— sonth— thereafter until the Not and the sum of the indebteries evidenced by the Note the April.— The Principal of each installment unless paid some due shall been interest, if not sooner paid, shall be due on the "first—day of each— sonth— thereafter with Note the Principal of each installment unless paid some due shall been interest, if not sooner paid, shall be due on the "first—day of each— sonth— the principal of each installment unless paid some due shall been interest, if not sooner paid, shall be due on the "first—day of the Note to th	TRUST DEED	.23 83 4 561.
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[SEAL]	STATE OF ILLINOIS I. Kathleen C. Acks the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREI COUNTY OF COOK CERTIFY THAT EDWARD L. SCLAMBERG and BONNIE JO SCLAMBERG, his who are personally known to me to be the same persons whose name G are subscribed to the foregoin Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered to said Instrument as their release 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 2nd day of March A.D. 1977 THIS INSTRUMENT PREPARED BY* STATE NATIONAL BAHK, (VALSCION, INLPAGE 1) DOROTHY BORCHARD 1	This Trust Deed consists of two pareverse side of this Trust Deed) are in on the Mortgagor, his heirs, successors	corporated herein by reference and are a part hereof and shall be bindle and assigns.
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UNOFFICIAL COPY

PAGE 2

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

- 1. Mortgagor shall (1) keep premises in good condition and repair, without waste, and fire from mechanic's or other lieus or claims for lieu not expressly subminiment to the lieu heterois (22) prompily repair, rectore or tebuild any buildings or importenents now or hereafter on the premises which may because damaged or be destroyed; (2) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises, and comply with all laws, regulations and ordinances with respect to the premises and the use thereof; (3) when the premises superior to the lieu hereof, and upon request exhibit assistances of the discharge of such prior lieu to Tustice or to Holders of the Note; (6) make no material alterations to the premises except as required by law, regulation or ordinance.
- Mortgagor shall pay before any penalty attaches all general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, lumib to Trustee or to Holders of the Note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contexts.
- 3. Mortgagor agrees to maintain in force, at all timer, fire and extended coverage insurance on the premises at their full insurable value, and also agrees to carry such other hazard insurance an Trustee or the Holders of the Note may require from time to lime, Said insurance shall be carried in such companies as shall be attained by the trustee or the Holders of the Note and the policies evidencing the same with mortgage clauses (saidsaferry to Trustee or the Holders of the Note) attached, shall be deposited with Trustee. An appropriate renewal policy shall be delivered to Trustee not later than thirty days prior to the expiration of any current policy.
- 4. In addition to the monthly installments of principal and interest payable under the terms of the Note, and to provide for the payment of real estate taxe; assessments and insurance permining required to be paid between the Note, and the Amount are provided in the Note, and acceptably payment date, as set borth in the Note, an amount equal to one-wellful of the annual restet taxe, assessments and insurance premiums as a stiffned by Trustet or the Holders of the Note. In the event such deposit shall not be sufficient to pay such taxes, assessment and insurance premiums when they trusted the note of the Note. In the event such deposit shall not be sufficient to pay such taxes, assessments and insurance premiums when they are the proposition of the note of the Note. In the event such deposit of the Note, and the note of the Note is not a support of the Note of the Not
- 5. In case of default berein, Trustee or the Holders of the Note may, but need not, make any payment or perform any act hereindefore required of Mortagari in any form and manner deemed expedient, and may, but need not, make full or partial payments principal or interest on prior encountbances, if any, and purchase, discharge, composition or refile any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or folf-sture affecting the premises or noticed any tax or assessment. All moners paid for any of the purposes herein ambituted and tayeness paid or incurred in connection therewith, including attor, is feet, and any other moneys advanced by Trustee or the Holders of the Note to protect the premises and the ben hereof, plus resonable about the properties of the control of the control of the protect of the
- of trustee or 1 e. 150 lets of the Note may, but shall not be required to, make advances to the Mortgagor or to his successors in title or any of them in addition to those made or 2 eterns of paragraph 5 above, subject to the limitations therein stated. It is the intent herefor to scene payment of the inhebitedness whether the entire are anti-lal have been advanced to the Mortgagor at the date herefor or at a later date, or having been advanced, shall have been region in jost and lutther advance as may; at a later date, Such advances shall into overall operate to make the perspiration state. Such advances shall not no exent operate to make the perspiration state in indebtedness greater than the sum of (1) the amount name in (1). (2) any amount or amounts which may be added to the original indebtedness under the terms of paragraph 5 above; and (3) other advances made under (1) the this paragraph which obtain the limited to a maximum of \$2,000.
- 2. In case the premier, or no year dereof, shall be taken by condomnation, the Tensite or the Holdres of the Note is breight empowered to collect and streets all compensation which may be joint of any property part of redundance to any property part and and all compensation compensation as receiver shall be britherith applied as the frience or not Holdres of the Note may effect, to the immediate rejuction of the following property to demans; to ride! that are seens over the amount of the individual all be delivered to Monarce that
- F. The Trustee or the Rolders of the Nate way collect a "late charge" not to exceed 455 (or a minimum of \$1.00) of any installment which is not paid without V days from the due date thereof "ower the extra expense involved or bandling delinquent payments.
- 9. Morragor shall pay each tirm of mobiled as he cin mentioned, both poincigal and interest, and shall make all denotes begin required, when due according to the terms bettered. Time is of the excee be of all default shall occur in the payment any monthly interior as promoted in the Note; or in the payment of any other exceeds the second of the control of the control of the Note of this Trust Decause of a second of the control of the reference of any other agreement of Morragor contained in the Note or this Trust Decause is shall continue for a period of three day; then the following processons shall apply: (a All some second hereby shall, at the option of Trustee or the Holders of the Note, become numerically due and payable, without notice; and (b) Trustee, or the Holders of the Note may inmediately forefrom the line of this Trust Dec. The court in which any prosecoding of that pursons may at one, or at any time threatest, increase and the state of the Note, with power to collect the premise, or the occupance therein and a non-restant, appoint a receiver for the benefit of Trustee or the Holders of the Note, with power to collect the rests; basics and profits of the premises, due and to become due during such foreclosure out and the full stationy period of receivance, one, illustrating any redomption, the receiver, out of such rests; tenue and profits when the processing and the such stationy period of reference one, illustrating any redomption, the receiver, out of such rests; tenue and profits when all the such stations are considered than a such as a payable of the premises, due and to become due to the processing and the such stations and may pay and to any part of the individual and any and taxes, accountent, water and other unitates and insurance, then due or therefore accurate and any any and receiver or any deficiency decree.
- 10. In the event the ownership of the premises or any part thereof becomes call in a person other than the Mortgagor, the Truste or Holders of the Note may, without motice to the Mortgagor, deal with such successor or successor in interest with reference to this Trust Deed and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to successor any exist on one for payment of the debt, secured hereby, without discharging row any way affecting the liability of the Mortgagor hereunder or upon the debt hereby recured. The sale or transfer of the premises or an assignment of beneficial interest in the premises, whost the written consent of the Trustee or the Holders of the N. hall constitute a default by Mortgagor interpoder.
- 11. In any foreclosure of this Trust Deed, there shall be allowed and included in the feeree; k sale, to be paid out of the rents, or the process of such sale; (a) all principal and interest remaining unpoid and secured bereby; (b) all other time a advanced to be Truste or the Holders of the Note quantum to this Trust Deed, with interest at eight (8%) per cent per annum from the date of a suncement; and (c) all court costs, automery fees, appraiser's legger publication costs, and c (c) the way be estimated as to items to be expended rents of the decree) of procuring all abstracts of title, title searches and examination, title guar my p licies. Torrest certificates, and similar data with respect to title which Trustee or Holders of the Note may deem necessary in connection with such forced use; or eding.
- 12. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the flowin, order of priority; First, on account of all cost and expenses incident to the foreclosure proceedings, including all such items as are enumerated beroin on all other tirms which under the terms beroin enumerated better the state of the foreclosure proceedings, including all such items as are enumerated better the first which under the terms beroin under the terms which under the terms become enumerated by the Note, with interest thereon as become proceed third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, his being, lead representatives or assigns, as their is, the note of the no
- 13. No action for the enforcement of the lieu or of any provision hereof, shall be subject to any defence whit, would not be good and available to the party interposing the same in an action at law upon the Note.
- 14. Trustee or the Holders of the Note shall have the right to inspect the premises at all reasonable times and thereto shall be permitted for the purposes.
- 18. Neither Trustee, nor my of its agents or attorneys, nor Holders of the Note, shall be hable for any acts or omito's sheen ler, except in case of its often consulted metamote or that of agents, employees or attorneys of Trustees and Trustee may require indemnatics and including to it before exercising an power or authority herein given. Trust execution of the premises, or shall crustee the obligated for execution in the product of the products, and the products of the products of the products.
- 16. This Trust Deed and the lient created bettey shall be released by Trustee upon full payment of all modelatores secured by a "repformance of the agreements berein made by Mortgagor, and the payment of the recognished feets of trustee. Trustee may execute and deliver such refers ", and at the request of, any person who shall, either before or after maintify hereof, produce and excludit to Trustee. By once and Trust Deed represents, the """, by Scholars berefy secured has been pold, which representation Trustee may accept as the ground where I matter has been pold, which representation Trustee may accept as the ground where I matter has been pold, which representation trustee has never executed as of what of a substance with the description between trustance of the Note and which purposes to be recruited by the matter thereof.
- 27. Trustee may at any time resign by instrument in writing filed in the office of the Recorder on Register of Eitles of the country in which this is the ment shall have been recorded or registered. In case of the religation, handling or register, the their Recorder of Berke of the country in which the precurses are situated shall be Successor in Trust. Any Successor in Trust Learning to the benefited title, powers and authority as are the singleter than the precurse of the property of the
- 19. This Trust Deed and all provisions hereof shall extend to and be binding both jointly and severally, upon Mortragor and all persons elutining under or through Mortragor, and the word "Mortragor," when used herein shall include all such persons and all persons hable for the payment of the IndeliteIness or an part thereof, whether or not such persons shall have executed the Note or this Trust Deed.
- 19. STATE NATIONAL BANK, personally, may buy, sell, own and hold the Note or any interest therein, before or after instantity, and whether or no in driault; and said Bank as a holder of the Note or say interest therein and every onlocation to holder shall be entitled by all the same security and to all this same rights and remedies as are in this Indenture given to the Holders of the Note, with like effect as it said Bank were not the Trinste under that Indenture and no merger of the laterest of as Bank as a holder of the Note and as Trustee betweender shall be deemed to occur at any time. Any action or remedie precised in this Indenture to be taken by the Trustee or the Holders of the Note must be taken or hall pointing by the Trustee and any holder of the Note.

FLED FOR RECORD

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IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY STATE NATIONAL BANK, TRUSTEE, BY FORE THE TRUST DEED IS FILLD FOR RECORD.

STATE NATIONAL MANK

Westly Land Secretary

END OF RECORDED DOGUMENT

