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COOK COUNTY, ILLINOIS
FILED FOR RECORD

23 841 126

Sidney R. Wilson
RECORDER OF DEEDS

6804

MAR 7 12 48 PM '77

*23841126 DEED

THIS INSTRUMENT, Made MARCH 3, 1977, between
LAWRENCE G. SPICER AND ELVA M. SPICER, HIS WIFE
(Herein referred to as "Mortgagors") and Harris Trust and Savings Bank, an Illinois banking corporation, having its principal office in the City of Chicago, Illinois (herein referred to as "Trustee").

WITNESSETH:

THAT SAID MORTGAGORS, the Mortgagors are jointly and severally indebted to the said Trustee or holders of the Installment Note hereinafter described for the full amount of Dollars \$65,000.00, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEAHLB and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid thereon at the rate provided in said Note in EQUAL monthly installments with the final payment of principal and interest, if not sooner paid, due on the FIRST day of MARCH, 2002 (said Installment Note and any and all extensions or renewals thereof and any notes issued in replacement or substitution thereof being herein referred to as the "Note").

NOW, THEREFORE, the Mortgagors do hereby secure the payment of the principal of and interest on the Note in accordance with the terms and provisions thereof, and the observance and performance of the covenants and agreements herein contained and the other indebtedness which this Trust Deed by its terms secures, and also in consideration of the sum of Ten Dollars in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee 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 WINNETKA of the County of COOK and State of Illinois, to wit:

Lot 3 in Indian Hill South being a Subdivision of part of Lot 2 in Indian Hill Consolidation and part of Lot 7 in Maria Alles Subdivision in the East Half of the North East Quarter of Section 29, Township 42 North, Range 13, West of the Third Principal Meridian, in Cook County, Illinois.

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

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances at any time belonging thereto 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 par with said real estate as security for the payment of the indebtedness secured hereby and not secondarily, and without limiting the generality of the foregoing, all apparatus and equipment of every kind now or hereafter therein or thereon used to supply heat, gas, air conditioning, electric power, refrigeration (including single units or centrally controlled), and ventilation, and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks 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.

10.00

TO HAVE AND TO HOLD the premises unto the said Trustee, 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 rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises in which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from charges, encumbrances, mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises, and upon request exhibit satisfactory evidence of the discharge of same to Trustee or to Noteholder; (d) comply 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 ordinance with respect to the premises and the use thereof; (f) without prior written consent of Noteholder, not make any material alteration in said premises except as required by law or municipal ordinance; and (g) promptly notify Trustee of any damage or destruction to the premises, of any pending or threatened proceeding for the taking (by eminent domain or otherwise) of any part thereof, of any notice or from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement or of any other event or condition which might impair the value of the premises or its use for its intended purpose.
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 Noteholder 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, flood, lightning (to the extent insurance therefor is obtainable) and such other hazards or contingencies as Noteholder may require 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 compliance reasonably satisfactory to Noteholder, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of Noteholder (such rights to be evidenced by the standard non-contributory mortgage clause to be attached to each policy) and providing that the same may not be cancelled except upon 10 days' prior written notice to Trustee and shall deliver all policies, including additional and renewal policies, to Noteholder, and in case of insurance about to expire, shall deliver renewal policies not less than 10 days prior to the respective dates of expiration. To the extent permitted by law, Trustee may, at the sole discretion of Noteholder, either apply any insurance proceeds at any time coming into its hands to the reduction of the indebtedness hereby secured or may release same for the restoration of the improvements damaged or destroyed on such terms as it shall elect, provided that if it shall elect to apply same to the reduction of the indebtedness hereby secured, Mortgagors shall be relieved of any duty to restore the damage in respect of which such insurance proceeds were obtained. Mortgagors hereby irrevocably constitute and appoint Trustee their true and lawful attorney in fact to endorse the name of Mortgagors on any commercial paper evidencing any insurance proceeds.
4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or Noteholder may, but need not, make any payment or perform any act herein 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 hereof, or redeem, from any tax sale or forfeiture affecting said premises or contest any tax 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 Noteholder to protect the mortgaged premises and the lien hereof 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 6 1/2 per cent per annum. Trustee or Noteholder shall be subrogated to all rights, claims and liens of any party whose debt is discharged pursuant to this Section 4, in favor of Trustee or Noteholder shall nevertheless be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors. Trustee or Noteholder in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiring 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.
5. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the Note. At the option of Noteholder 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) in the case of default for 10 days in making payment of any installment of principal or interest on the Note or in making payment of any other sum due hereunder, or (b) in case the undersigned shall, without the prior written consent of Noteholder, sell, assign, transfer or lease (for a term of more than 1 year, including as part of such term the period of any renewal term, whether mandatory or optional) which are provided for in any lease) the real estate subject hereof, or any portion thereof or interest therein, or contract or agree so to do, or (c) when default shall occur and continue for 30 days in the performance or observance of any other agreement of the Mortgagors herein contained, or (d) Mortgagors abandon the premises, or (e) Mortgagors, or any of them, or any guarantor of the indebtedness hereby secured shall die, or become bankrupt or insolvent, or proceedings under any bankruptcy, insolvency, arrangement or adjustment proceedings or proceedings under any bankruptcy, insolvency or similar law shall be instituted or commenced by or against any such person or (f) proceedings shall be commenced to foreclose or otherwise realize upon any lien, charge or encumbrance on the premises or any part thereof.

THIS INSTRUMENT PREPARED BY: K. A. Leshko Harris Trust and Savings Bank
131 West Monroe Street
Chicago, Illinois 60601

COOK COUNTY REC'D
MAR 7 1977
CHICAGO

23 841 126

6. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Noteholder or Trustee shall have the right to foreclose the lien hereon... 7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 8. 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... 9. As full and complete security for the indebtedness hereby secured, Mortgages hereby assign in Trustee for the benefit of Noteholder any and all awards in any third party action... 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interested therein in an action at law upon the Note... 11. Trustee or Noteholder 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 obliged to record this Trust Deed or to extend any power herein given unless expressly obligated by the terms hereof... 13. Trustee shall release this Trust Deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid... 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... 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages... 16. If Noteholder shall at any time so require, Mortgages shall on each monthly payment date deposit with Noteholder or any party designated by Noteholder 1/12 of the amount reasonably estimated by Noteholder from time to time as necessary to pay the taxes, assessments and insurance premiums to be paid by Mortgages hereunder... 17. Harris Trust and Savings Bank, individually, may buy, sell, own and hold the Note or any interest therein and every subsequent holder thereof shall be entitled to all the same security and to all the same rights and remedies as are in this Trust Deed given to the holder of the Note with like effect as if said Bank were not the Trustee under this Trust Deed... Witnesseth the hand(s) and seal(s) of Mortgages the day and year first above written.

23 841 126

Name: CHICAGO TITLE AND TRUST COMPANY
Address: 111 47th WASHINGTON STREET
CHICAGO ILLINOIS 60602
City: ATTN: JANET CARLSON-0165
Form DA R 5/72

DEPARTMENT SAVINGS BANK
FREET 60690
IMPORTANT
BOTH THE PROTECTION OF THE BORROWER AND THE NOTE SECURED BY THIS TRUST DEED SHALL BE IDENTIFIED BY THIS TRUSTEE AND BEFORE THE TRUST DEED IS FILED FOR RECORD.

Lawrence G. Spicer (SEAL)
Elva M. Spicer (SEAL)
I, Cheryl A. Oik, a Notary Public in and for residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY THAT Lawrence G. Spicer and Elva M. Spicer, his wife who ARE personally known to me to be the same persons whose names ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY executed and delivered the said instrument as THEIR free and voluntary act and deed for the uses and purposes therein set forth, including the release of the right of redemption.
GIVEN under my hand and Notarial Seal this 19th day of March, 1977.
Cheryl A. Oik, Notary Public
My Commission Expires: June 30, 1979
The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. M1453
HARRIS TRUST AND SAVINGS BANK, as Trustee
By Margaret C. Sasseman, Mortgage Loan Officer

