

UNOFFICIAL COPY

TRUST DEED

ILLINOIS RECORD

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 16, 1977, between Conrad A. Bailey and Mary Lou Bailey, his wife of the Village of Winnetka, County of Cook, State of Illinois

herein referred to as "Mortgagors," and THE WINNETKA BANK,

an Illinois corporation doing business in Winnetka, 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 one thousand and 00/100 (31,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE WINNETKA BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 1, 1977 on the balance of principal remaining from time to time unpaid at the rate specified in said note, and in installments as follows: Quarterly interest payments to begin on the 1st day of July 1977 and each quarter 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 1st day of March 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 installment unless paid when due shall bear interest at the rate of 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 THE WINNETKA BANK in the Village of Winnetka, Cook County, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, conditions 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 right, title and interest therein, situate, being and being in the

COUNTY OF Cook AND STATE OF ILLINOIS, to-wit: Village of Winnetka

The West 50 feet of the East 100 feet of the North 1/2 of Block 12 in Groveland Addition to the Village of Winnetka, being a Subdivision of the East 70 acres of the North West 1/4 of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, situated in the Village of Winnetka, County of Cook and State of Illinois.

THIS IS A JUNIOR MORTGAGE

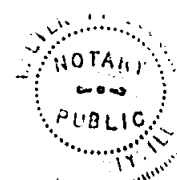
which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are divided 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, insole 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.

[SEAL] X Conrad A. Bailey [SEAL] X Mary Lou Bailey [SEAL]

STATE OF ILLINOIS I, Walter T. Dougan, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Conrad A. Bailey and Mary Lou Bailey, his wife



who are personally known to me to be the same person S, whose name S are subscribed to the foregoing instrument, 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 release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this 16 day of March A. D. 19 77

[Signature] Notary Public

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

1. Mortgagors shall (1) thoroughly repair, restore or rebuild any buildings or improvements law or hereafter on the premises which may become damaged or be destroyed...

2. Mortgagors shall pay before any public officer all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges...

3. Mortgagors shall keep all buildings and improvements, now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind...

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or payment any act hereafter prior to the maturity of the note...

5. The proceeds of the sale of the note hereby secured shall be applied to the payment of taxes or assessments, may also be applied to any other debts...

6. Mortgagors shall remain liable for all indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note...

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose the lien hereof...

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount of all costs and expenses incident to the foreclosure proceedings...

9. Upon or at any time for the filing of a bill to enforce this trust deed, the court in which such bill is filed may appoint a receiver of said premises...

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...

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 the trust deed or to exercise 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...

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of this county 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons...

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

STATEMENT WAS PREPARED BY: THE WINNETKA BANK WINNETKA, ILLINOIS 60093

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 LOAN NO. 2387 THE WINNETKA BANK is Trustee. 1010 Ash Street Winnetka, Illinois 60093