

TRUST DEED, ILLINOIS
FILED FOR RECORD

Evelyn H. ...
RECORDER OF DEEDS

23 909 520

*23909520

MAY 3 10 05 AM '77

100 MAY 1977

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made April 12, 19 77, between Peter V. Solber and Kathleen A. Solber, 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 jointly 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 Two Thousand and 00/100 (42,000.00)** 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 26, 1977** on the balance of principal remaining from time to time unpaid at the rate specified in said note, and in instalments as follows: **Six hundred four and 47/100 (604.47)**

Dollars on the **10** day of **May** 19 **77** and **Six hundred four and 47/100 (604.47)**

Dollars on the **10** 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 **10** day of **April** 19 **85**.
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 _____ 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, provisions 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 this 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 Winnetka** COUNTY OF **Cook** AND STATE OF ILLINOIS,
to wit:

Lot 18 (except the East 10 feet thereof) in Forest Glen Addition, being a Subdivision of the West 50 feet of Lot 6, all of Lots 7,8,9, also the 33 feet lying North of adjoining Lot 7 and the West 50 feet of Lot 6 and also the 33 feet lying South of and adjoining Lot 7 and the West 50 feet of Lot 6 all in County Clerks division of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 17 together with the East 33 feet of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 18 all in Township 42 North, Range 13, (except therefrom the South 33 feet taken for street).

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 the Mortgagors 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 unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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, and seal of Mortgagors the day and year first above written.

[SEAL] X *Peter V. Solber* [SEAL]

[SEAL] X *Kathleen A. Solber* [SEAL]

STATE OF ILLINOIS

Walter T. Dougan

County of Cook

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Peter V. Solber and Kathleen A. Solber, 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 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 12 day of April, A. D. 19 77

Walter T. Dougan Notary Public.

My Commission Expires January 12, 1978

A 791065

10 00

23 909 520

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

1. Mortgagors 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 premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not hereon; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (3) comply with all requirements of a municipal ordinance with respect to the premises and the use thereof; (4) make no material alterations in said premises except as required by law or ordinance; (5) promptly pay all taxes, assessments, special taxes, special assessments, water charges, sewer charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee 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 incur to contest.

2. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and other causes, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall give notice of such expiration to the holders of the note at least ten days prior to the respective dates of expiration.

3. Mortgagors in any form and manner demand expenses, and may not, make any payment or perform any act heretofore required of them, if any, and butchers, disburse, compromise or settle any tax lien or other lien or claim thereof, or return from any tax sale or judgment proceedings, including additional and renewal policies, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagors, shall be so much additional indebtedness secured hereby and shall be immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, in addition to the principal of the note, and shall be immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, in addition to the principal of the note.

4. The Trustee or the holders of the note, by or for the Trustee, may do so according to any bill, statement or estimate prepared from the records of making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate of any tax, assessment, sale, forfeiture, tax lien or other lien or claim thereof.

5. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. In the event of default on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

6. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose 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 and expenses which may be incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, entry of the decree, and all other expenses, including advertising, stenographers' charges, publication costs and costs of advertising, and all other expenses, including all expenses with respect to this note, such as abstracts of title, title searches, examinations, guarantees, policies, foreman's certificates, and similar data and at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises, whether there be redemption or not, as shown in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant, including probate and bankruptcy proceedings, and (b) proceedings for the enforcement of any threatened suit or proceeding which might affect the premises or the security hereof, whether actually commenced, or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all items which under the terms hereof constitute secured indebtedness additional to the principal of the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of such appointment, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the will as during any further time as may be necessary or be deemed proper, during the full statutory period of redemption, whether there be redemption or not, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of such period, except for the intervention of such receiver, would be retained to collect such rents, issues and profits, and to receive and disburse the same, and to do all other things which may be necessary or be deemed proper, during the full statutory period of redemption, whether there be redemption or not, as shown in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant, including probate and bankruptcy proceedings, and (b) proceedings for the enforcement of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced, or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

9. The 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 or to exercise any power herein given unless expressly obligated by the terms hereof, nor shall Trustee be obligated to record this trust deed if its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

10. 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; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, present an exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which release shall be subject to any note which may be a certificate of identification purporting to be executed by a person named hereunder or which conforms in substance with the description hereof contained in the note and which purports to be executed by the persons herein designated as the makers thereof; and where 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 purports to be executed by the persons herein designated as makers thereof.

11. Trustee may assign 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 Trustee, the then Recorder of Deeds of the county in which the premises are situated, and any successor shall be entitled to reasonable compensation for all acts performed hereunder.

12. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through them or their heirs, and the word Mortgagors when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons have executed the note or this Trust Deed.

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

THIS INSTRUMENT WAS PREPARED BY:
LORNA S. MORRIS
THE WINNETKA BANK
1257 FOREST GLEN DRIVE
WINNETKA, ILLINOIS 60093

23 909 520

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. 2396

THE WINNETKA BANK, Trustee,
by Cheryl M. Peters, Assistant Secretary, Vice President, Trust Officer

NAME: The Winnetka Bank
STREET: 781 Elm Street
CITY: Winnetka, Illinois 60093
INSTRUCTIONS: OR
RECORDER'S OFFICE BOX NUMBER: BOX 533

FOR RECORDER'S INDEX PURPOSES
IDENT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1257 Forest Glen Drive South
Winnetka, Illinois 60093

END OF RECORDED DOCUMENT