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This Indenture, Made May 20, 1977, between The First National Bank of Winnetka, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursurance of a Trust Agreement dated Oct. 8, 1976

TO THE SECOND CONTROL OF THE PROPERTY OF THE P

and known as trust number

ar "I'm t Party," and The First National Bank of Winnetka

hereis referred to as TRUSTEE, witnesseth:

THAT, V. HEREAS First Party has concurrently herewith executed an instalment note bearing even

date herewith ir in Principal SUM OF Nirety Thousand and no/100 - - - - - - - - - - - - - - - - -

made payable to 治松小松松X First National Bank of Winnetka and delivered, in and by which said Note the F.rst Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid at the rate

608

therein stated in instalments at follows: Eight Hundred and Nine and 76/100 - - - - - DOLLARS

1977 and Eight Hundred and Nine and 76/100 - DOLLARS day of

thereafter until said note is fully paid, day of each

except that the final payment of principal and nt rest, if not sooner paid, shall be due on the

day of May 19 97. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid on cipal balance and the remainder to principal; provided that the principal of each instalment unless raid valent 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

Illinois, as the holders of the company in Winnetka Illinois, as the holders of the note may, from time to time, in writing appoint, and in one confice of such appointment, then at the office of First National Bank of Winnetka

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is he edy acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

Village of Kenilworth

COUNTY OF COOK

AND STATE (F TI LINOIS, to wit:

That part of the North East 1/4 of Section 28, Township 42 North, Pance 13 East of the Third Principal Meridian, described as follows: Beginning at the intraection of the West line extended North of Sterling Road with the extension Easterly of that cart of the Southerly line of Roger Avenue which constitutes the Northerly line of Lots 25 to 3t in James Rice Brown's addition to Kenilworth, being a subdivision of 8 acres of land in the North East 1/4 of Section 28, Township 42 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded in the Recorder's Office of Cook County, Illino's or Patober 24, 1891 in Book 53 of Plats, Page 21 as Document Number1557279 and being within the Wallage of Kenilworth, thence Westerly along said Southerly line extended of Roger Avenue 62 of feet to the Easterly line of public alley; thence Southerly along said Easterly line of public alley; thence Southerly along a curved line of 5 foot radius; convex Southerly tangent to said Easterly line of the alley at the said point of curve 9.60 feet as measured along the chord to a point of tangency with said West line extended of Sterling Road; thence Northerly along said West line extended of Sterling Road 95.18 feet to the point of beginning 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 belong-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 First Party, its successors or assigns 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 units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.



IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its auccessors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or healter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly a bordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or our condition of the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharg of such prior lien to Trustee or to holders of the note; (d) complete 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 for worm of the production of the promises and the use thereof; (f) refrain from making and rain alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service objects of the note duplicate receipts therefor; (h) pay in full under protest in the manner provided by that the any tax or assessment which First Party may desire to contest; (l) keep all buildings and improvements and the restant which First Party may desire to contest; (l) keep all buildings and improvement and improvement which first Party may desire to contest; (l) keep all buildings and improvement and improvement which first Party may desire to contest; (l) keep all buildings and improvement in the provided by the standard mortgoment under policies providing for payment by the insurance of one of the note such right of the context of the note, such right of the payment of the note, such right of the payment of the note, such right of the payment of the note such right of the payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compr
- 2. The Trustee or the holders of the note hereby seer rec 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 c aim thereof.
- 3. At the option of the holders of the note and without no. '...' ; First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, noty, it, anding 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 instalment of principal or interest on the note, or (b) 'in 'i, event of the failure of First Party or its successors or assigns to do any of the things specifically set fort in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by a celeration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In an su't to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decre for ale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or hider of the note for ratornews' fees, Trustee's fees, appraiser's fees, ontlays for documentary and expense of cere, exceeded after entry of the decree) of procuring all such abstracts of title, title searches and examinations granntee noticies, Torrens certificates, and similar data and assurances with respect to title as Trustee or note as of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to biders at any sale which may be had pursuant to such decree the true condition of the title to or the value or 'e premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so note, 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 bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accural of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 5. 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 costs and expenses incident 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 First Party, its legal representatives or assigns, as their rights may appear.
- 6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 Trustee hereunder may be appointed as such receiver. 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, as well as during any further timeswhen First Party, its successors or assigns, except for

the intervention of such receiver, would be entitled to collect such rents, issues and profits, 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 said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. 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.

8. 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 or engigence or missonduct or that of the agents or employees of Trustee, and it may require indemnities this actory to it before exercising any power herein given.

i. 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 fiter maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby so ared has been paid, which representation Trustee may accept as true without inquiry. Where a 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 hereunde or which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has note expected a certificate on 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 purports to be executed on behalf of First Party.

10. Trustee may resign by intrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shell have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the the hardened of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical 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.

ASSUMMIT VICE VENDER

The Hallord Cont of Vendera

THIS TRUST DEED is executed by The First National Bank of Wir net a, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon anstrd in it as such Trustee (and The First National Bank of Winnetka hereby warrants that it possesses full pc wer and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in sid note contained shall be construed as creating any liability on the said First Party or on The First National bank of Winnetka personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing a recunder, or to perform any covenant either express or implied herein contained, all such liability, if any, bein; expressly waived by Trustee and by every person now or hereafter claiming any right or security here nde, incl. that so far as the First Party and its successors and The First National Bank of Winnetka personally are contained, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunde; soul look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarator, if any.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK OF WINNETKA, not personally but as frustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

THE FIRST NATIONAL BANK OF WINNETKA As Trustee as aforesaid and not personally,

ATTEST COSE Assistant Scoretary

23 940 970

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STATE OF ILL	[T. H. T. 프트 - 10 Handler - 10		*23940971
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	of said Bank, who are personally kno are subscribed to the foregoing instructary, respectively, appeared before a sigened and delivered the said instrumthe free and voluntary act of said Bapurposes therein set forth; and the said edged that he, as custodian of the porate seal of said Bank to said instrums as the free and voluntary act of said Facelone.	wan to me to be the same ment as such Vice-Presiden this day in person and actent as their own free and ank, as Trustee as afores; id Assistant Secretary then the corporate seal of said Bument as \$\text{\$\mu\$}.3\text{\$\mu\$}.3\text{\$\mu\$} own free;	persons whose nan nt, and Assistant. Sh knowledged that th voluntary act and nid, for the uses an and there acknow ank, did affix the country act and und voluntary act a
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MA	AFTER RECORDING IL THIS INSTRUMENT TO	4.7.7 oth the borrower secured by this identified by the before the Trust	The instalment Note mentioned in the with- Trust Deed has been identified herewith ler Identification No.
NAME THE	FIRST NATIONAL BANK OF WINNETKA	ord.	No No
	520 GREEN BAY ROAD WINNETKA, ILLINOIS 60093	IMPORZ 4.'T IMPORZ 4.'T prote tion f both the fer, into escured ord shrule be identifie and shrule be identifie id for record.	as by Note
CITY ATTE	NTION: JAY F. RICHARDS	Protection of the second of th	talment Nol Deed has ntification I
DATE	INITIALS	I M For the pro and lender, Trust - 3-et Deed is Cled	The instalment N in Trust Deed has under Identification
No608	The First National Bank of Winnerka 3 Trustee Trustee		The First National Bank of Winnetka Winnetka Illinois