

# UNOFFICIAL COPY

TRUST DEED (Illinois)  
For use with Note Form 1448  
(Monthly payments including interest)

23 088 008

On the Above Space For Recorder's Use Only

THIS INSTRUMENT, made May 17 1975 between DONALD TOURDOT and FRANCES E. TOURDOT, his wife-----  
-----THE NORTHLAKE BANK - NORTHLAKE, ILLINOIS-----

herein referred to as "Trustee," witnesseth: That Whereas Mortgage are justly indebted to the legal holder of a principal promissory note, termed "Mortgage Note" of even date herewith executed by Mortgagees, made payable to Beater

and delivered in and by which note Mortgagees promise to pay the principal sum of NINE THOUSAND FORTY SIX DOLLARS and 20/100-----Dollars, and interest from May 17, 1975 on the balance of principal remaining from time to time unpaid at the rate of 12.50 per cent per annum, such principal sum and interest to be payable in installments as follows: ONE HUNDRED FIFTY DOLLARS and 77/100----- Dollars on the First day of July 1975 and ONE HUNDRED FIFTY DOLLARS and 77/100----- Dollars on the First day of each and every 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 First day of June 1980 all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal, the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 12.50 per cent per annum and all such payments being made payable at THE NORTHLAKE BANK - NORTHLAKE, ILL.

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagees to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagees by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein situated, being in the

City of Northlake COUNTY OF Cook AND STATE OF ILLINOIS, to wit

Lot 7, Block 4 of Section 2 of Country Club addition to Midland Development Co.'s Northlake Village, a Subdivision in the South West quarter (Except the South 100 rods) West half of the South East quarter (Except the South 100 rods) and the South half of the North West quarter of the South West quarter of the North East quarter in Section 12, Township 40 North, Range 12 East of the Third Principal Meridian.

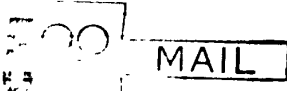
which with the property hereinafter described is referred to herein as the premises. TOGETHER with all improvements, easements, encumbrances and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as Mortgagees may be entitled thereto, which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled) and ventilation, including (without re-stricting the foregoing) ceiling, window shades, awnings, storm doors and windows, floor coverings, in-laws, beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagees or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or 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 said rights and benefits Mortgagees 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagees, their heirs, successors and assigns.

Witness the hands and seal of Mortgagees the day and year first above written

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)



(Seal) Donald E. Tourdot (Seal)  
Donald E. Tourdot  
(Seal) Frances E. Tourdot  
Frances E. Tourdot

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald E. Tourdot and Frances E. Tourdot, his wife----- 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 use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal of this Seventeenth day of May 1975

Commission expires 1975

"THIS INSTRUMENT WAS PREPARED BY"  
Beverly Kuman 44 Charles Drive  
Northlake, Illinois



NAME THE NORTHLAKE BANK  
ADDRESS 26 W. North Avenue  
CITY AND STATE Northlake, Ill. ZIP CODE 60164

ADDRESS OF PROPERTY  
425 N. Wolf Road  
Northlake, Illinois 60164

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

(Name)

(Address)

OR RECORDER'S OFFICE BOX NO

23088008 DOCUMENT NUMBER

23088008

23 088 008

# UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanics liens or liens in favor of the United States or of any other lien or claim for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien by Trustee or to holders of the note; (5) comply within a reasonable time any building or buildings now or at any time in process of construction and premises hereof with all requirements of law or municipal ordinances with respect to the premises and the improvements thereon; (6) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall pay before any periodic date all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises which due and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipt therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute in any tax or assessment which Mortgagors may hereafter contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind-borne fire, 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 companies satisfactory to the holders of the note, under insurance policies payable in case of loss or damage to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance should to be expressed shall deliver to said policies not less than ten days prior to the respective dates of expiration.

4. Mortgagors shall pay to Trustee or to the holder of the note any but need not make any payment or perform any act hereinbefore required of Mortgagors in any form and manner demanded, specified and may, but need not make full or partial payments of principal or interest on prior encumbrances of any kind and purchase of charge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, distress and premises or content any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured 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 claim thereof.

6. Mortgagors shall pay to Trustee or to the holder of the note principal and interest, when due according to the terms hereof. Notwithstanding anything in the preceding provisions or in the Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest or in case of acceleration shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due, whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage. In the event of foreclosure, Mortgagors shall be bound to pay, lose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, expenses of the sale, and expenses of the court, including but not limited to stenographers' charges, publication costs and costs which may be estimated to be necessary to be paid and other costs of the decree of procuring all such abstracts of title, title searches and examinations, guaranty policies, fire and title insurance and other policies and insurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary other to prosecute and conduct the foreclosure to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate of seven per cent per annum when paid or incurred. Trustee or holder of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, (b) the taking of any action, suit or proceeding, (c) the pendency of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not a full commercial or legal preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, at which the mortgagor is not a party, commencing.

8. 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 consist of secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining in payment; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their right may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the court in which such complaint 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 application for such receiver 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 for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 of his hands or payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed or in any 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.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing such objection at law upon the note hereby secured.

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 this Trust Deed or to exercise any power herein conferred, except as expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own or his agents or employees or of that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising 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, and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity of the principal note, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which upon production Trustee may accept as true without inquiry. Where a release is requested of a successor trustee such successor trustee may accept as the principal note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee, the counter of which conforms in substance with the description herein contained of the principal note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and he has not a record of receipt of his hands or payment in whole or in part of the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the person herein designated as maker thereof.

14. Trustee may be sued by or from or 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 death, disability, insolvency or refusal to act of Trustee, shall be the Successor in Trust and in the absence of such Successor in Trust, the then Recorder of Deeds of the county in which the premises hereunder are situated, shall be the Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein granted to the Trustee and shall be entitled to reasonable compensation for all acts performed hereunder.

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" shall be construed to include all such persons and all persons at any time liable for the payment of the indebtedness of any part thereof, whether or not such person shall have executed the principal note, or this Trust Deed.

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.

Form 102 Bank of Lincolnwood Trust

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No

Trustee

23 088 008