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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

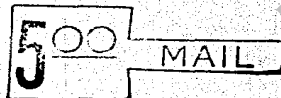
THIS INSTRUMENT, made October 6 1975, between WALTER J. WOZNIAK and ROSEMARIE A. WOZNIAK, his wife as joint tenants

herein referred to as "Mortgagors," and NORTHBROOK TRUST & SAVINGS BANK, an Illinois corporation doing business in Northbrook, 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 \$23,000.00 *TWENTY-THREE THOUSAND AND no/100* Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHBROOK TRUST & SAVINGS BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of 9 per cent per annum in installments as follows *TWO HUNDRED SIX AND 94/100 (206.94) * Dollars on the 15th day of November 1975 and *TWO HUNDRED SIX AND 94/100* Dollars on the 15th 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 15th day of October 1975

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 seven 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 NORTHBROOK TRUST & SAVINGS BANK in Northbrook, 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 conditions 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 estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

Lot 26 in C. H. Taylor's Northbrook Acres being a Subdivision of the North East quarter of the South East quarter of Section 16, Township 42 North, Range 12, East of the Third Principal Meridian according to the Plat recorded July 6, 1944, as document 13314266 in Cook County, Illinois



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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 (if any) for so long and during all such times as the Mortgagors may be entitled thereto (which are declared primarily and on a parity with said real estate and not secondary), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, or refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, doors and windows, floor coverings, lumber, ladders, awnings, slates 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 of and seal of Mortgagors the day and year first above written.
Walter J. Wozniak (SEAL) Rosemarie A. Wozniak (SEAL)

STATE OF ILLINOIS
County of Cook
I, Helen J. Russell, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Walter J. Wozniak and Rosemarie A. Wozniak his wife as joint tenants

who personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed the said instrument as their free and voluntary act, for the uses and purposes therein expressed, and in full and lawful exercise of their rights and powers.
GIVEN under my hand and Notarial Seal this 6th day of October 1975
Helen J. Russell

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

1. Mortgages 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 properly satisfied in the first instance; (3) 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 to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinances.

2. Mortgages 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 holders of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of rebuilding or acquiring the same or to pay in full the indebtedness secured hereby, all in compliance 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 about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. Mortgages shall pay in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages hereof, if any, and purchase, discharge, commute or settle any tax lien or other prior lien or claim thereof, or redeem from any tax sale or foreclosure of any such lien or claim, or pay any such tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagee's interest in the premises, shall be repaid to Trustee or the holders of the note, with interest thereon, which amount herein authorized may be advanced to any 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. In action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

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 presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, lien, forfeiture, tax lien or title or claim thereof.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in the Trust Deed herein provided, be immediately due and payable in the case of default in making payment of any installment of principal or interest on the note, or if such default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. 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 paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, advertiser's fees, printing for documents and a fair evidence, advertisements, charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosing) such abstracts of title, title searches and examinations, guarantee policies, Taxer's certificates, and similar data and insurance with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence in holders of any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature 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 and as incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and foreclosure proceedings, in 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 the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or for proceedings in the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 taxes and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other debts 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 surplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 regard to the solvency or insolvency of Mortgages at the time of appointment. For each receiver appointed without regard to the lien 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 foreclosure, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be necessary or are usual in such case for the protection, possession, control, management and operation of the premises during the pendency of such decree. The court from time to time may authorize the receiver to apply the net income by his hands in whole or in part to 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 due, or 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, or to the proceeds of the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be paid and available to the party instituting same in an action at law upon the note hereby secured.

10. 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.

11. 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 execute any taxes hereon given and is expressly obligated by the terms hereof, and shall be liable for any acts or omissions hereunder, except in case of 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 hereunder.

12. 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 in favor of and at the request of any person who shall, either before or after maturity of the note, tender and pay to Trustee the full amount of principal and interest on the note, including any prepayment of principal or interest, and may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the settling note herein described and in which he or she has a specific title of identification pertaining to the note and which purports to be executed by the party as herein designated by the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument in which the party as the note described herein, it may present as the settling note here to described any note which may be presented and which conforms with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

13. Trustee may execute 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 any of the foregoing, including or referred to by Trustee, the then Recorder or Registrar 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 compensation for all acts performed hereunder.

14. The Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" 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 shall have executed the note or this Trust Deed.

15. The Instrument Note hereby secured is subject to recapture in the manner and upon the conditions set forth in said note.

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MAIL ROOM
IMPORTANT
THIS INSTRUMENT OF BOTH THE BORROWER AND LENDER,
HEREIN, MUST BE FILED IN THE RECORDS OF THE COUNTY
CLERK OF THE STATE NAMED HEREIN BEFORE THE TRUST DEED
IS FILED IN THE RECORDS

The Instrument Note mentioned in the within Trust Deed has been identified
herewith under Identification No. _____
NORTHBROOK TRUST & SAVINGS BANK as Trustee.
[Signature]
1957 Vice President

HAVE
MAIL ROOM
STREET
TO
CITY
V
E
R
INSTRUCTIONS OR
Y
RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT