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This instrument was prepared by *Michael T. D. Smith*,
The Wilmette Bank
Wilmette, Ill. 60091

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TRUST DEED

CTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made **October 15** 1975, between
KATHLEEN MALLOY LEE, Divorced and not Remarried
 herein referred to as "Mortgagors," and
CHICAGO TITLE AND TRUST COMPANY
 an Illinois corporation doing business in Chicago, 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
TWENTY-FIVE THOUSAND AND NO/100 Dollars,
 evidenced by one certain Instalment Note of Mortgagors of even date herewith, made payable to THE ORDER OF BEARR
 and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest
 from **November 5, 1975** on the balance of principal remaining from time to time unpaid at the rate
 of **8.750** per cent per annum in installments (including principal and interest) as follows:
TWO HUNDRED FIVE AND FIFTY-FOUR/100 Dollars on the **fifth** day
 of **December** 1975 and **TWO HUNDRED FIVE AND FIFTY-FOUR/100** Dollars on
 the **fifth** 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 **fifth** day of **November, 2000 xx**
 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 **8.750** per annum, and all of said principal and interest being made payable at such banking house or trust
 company in **Wilmette, Illinois**, the holders of the note may, from time to time, in writing
 appoint, and in absence of such appointment, then at the office of **FIVE WILMETTE BANK**
 in said City.

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 give, sell, 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, siting and being in the
 County of **Cook** and State of **ILLINOIS**,
 to-wit: **Village of Wilmette**

**Lot 10 in E. T. Paul's Subdivision of Block 3 in E. T. Paul's Addition
 to Wilmette a subdivision in the fractional South half of fractional South
 East quarter of fractional Section 28, Township 42 North, Range 13 East of
 the Third Principal Meridian, in Cook County, Illinois**

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which, with the property hereinafter described, is referred to herein as the "premises."
 TAKE THEM with all improvements, tenements, easements, fixtures and appurtenances thereto, belonging, and all rents, issues and profits thereon, to be
 long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and in 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, window beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate when they are 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
Kathleen Malloy Lee (SEAL)

STATE OF ILLINOIS,)
) ss. *Michael T. D. Smith* (SEAL)
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
KATHLEEN MALLOY LEE, Divorced and not remarried,



who is personally known to me to be the same person whose name is subscribed in the foregoing
 instrument, appeared before me this day in person and acknowledged that she signed, sealed and
 delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.
 Given under my hand and Notarial Seal this **17** day of **October**, 1975
Michael T. D. Smith Notary Public

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 situated on the premises which may become damaged or be destroyed; (2) keep and premises in good condition and repair, without waste, and free from incumbrances or other liens or claims for the most expressly subject to the terms hereof; (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 submit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply 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 to said premises except as required by law or municipal ordinance.

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. In event of default hereunder Mortgages shall pay in full under protest, on the maturity provided by statute, any tax or assessment which Mortgages may owe to a taxing authority.

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 money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the requirements of the holders of the note, under insurance policies payable in case of loss or damage, as 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 defend all policies, including additional and renewal policies, to holders of the note, and in case of insurance above to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any and purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any 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 money advanced by Trustee or the holders of the note to protect the mortgaged premises and in any hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of one percent, fraction of Trustee or holders of the note shall not be considered as a matter 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 authorized making any payment hereby authorized relating to taxes or assessments, may do so according to the best 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 thereon.

6. Mortgages shall pay each term of indebtedness herein mentioned both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall notwithstanding 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 installment of principal or interest on the note, or (b) when 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, appraiser's fees, surveys for documentary and expert evidence, stenographic charges, publication costs and costs which may be estimated as items to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assistance with respect to title, and Trustee or holders of the note may deem to be reasonably necessary, either to prosecute such suit or to enable the holder at any sale which may be had, to sell 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, who in payment or incurred by Trustee or holders of the note in connection with any proceeding, including probate and bankruptcy proceedings, in which the note or any part thereof shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or the preparation for the commencement of any suit for the foreclosure hereof after actual of such right to foreclose whether or not actually commenced, or the retention for 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, 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, for any 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 surplus or moneys overplus to Mortgages, then their 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 judgment, with or without notice, without regard to the validity or invalidity of Mortgages 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 of redemption, whether there be redemption or not, as well as during any further times when Mortgages, except for the interest, 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 to the receiver to foreclose sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action 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 or to inquire into the validity of the signatures of the identity, capacity, or authority of the signatories to the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless a properly obligated by the terms hereof, nor 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 indemnitees satisfactory to Trustee for exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon 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 an assignee at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a person named hereunder or which confirms in substance with the description hereon of the note and which purports to be executed by the person herein designated as maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described hereon, it may accept as the 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 person herein designated as maker thereof.

14. Trustee may execute any 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 or Registrar of Titles in which the premises are situated shall be Successor Trustee. Any Successor Trustee hereunder shall have the identical title, powers and authority herein given Trustee, and any Trustee or Successor Trustee 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 Mortgages and all persons claiming under it through Mortgages, and the word "Mortgages" when used herein shall include all persons liable for the payment of the note and all persons liable for any part thereof, whether or not such persons shall have executed the note to this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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Oct 21 3 06 PM '75

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IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD

CHICAGO TITLE AND TRUST COMPANY, Trustee

MAIL TO: THE WILMETTE BANK 1200 Central Avenue Wilmette, IL 60091

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

1110 Ridge Road

Wilmette, IL 60091

PLACE IN RECORDER'S OFFICE BOX NUMBER

END OF RECORDED DOCUMENT