

UNOFFICIAL COPY

This instrument prepared by *Joe Hef* on **15 DEC 22 PM 2 18**
The Wilmette Bank
Wilmette, Ill. 60091

TRUST DEED

CTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made **December 2, 1975**, between
ROBERT H. STENSBY AND SONDRa H. STENSBY, HIS WIFE

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 instrument Note hereinafter described, said legal holder or holder being herein referred to as Holders of the Note, in the principal sum of **FORTY-FIVE THOUSAND AND NO/100** Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from **January 10, 1976** on the balance of principal remaining from time to time unpaid at the rate of **NINE** per cent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED SEVENTY-SEVEN AND 64/100 Dollars on the **tenth** day of **February**, **1976**, and **THREE HUNDRED SEVENTY-SEVEN AND 64/100** dollars **on the tenth** 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 **tenth** day of **January, 2001**. All such payments on account of the indebtedness contained 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 **NINE** per annum, and all of said principal and interest being made payable at such banking house or trust company in **Wilmette, 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 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 by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estates, real, title and interest therein, situate lying and being in the **COUNTY OF COOK** AND STATE OF ILLINOIS,

to wit: **Village of Northbrook**

Lot 16 in Unit 12A in John S. Clark's Resubdivision of Northbrook Highlands Unit 8 and 12A a subdivision in the North East 1/4 of Section 9, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

500 MAIL

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 therefrom, during and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and in a party with said real estate and are secondary) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, and other similar conveniences or necessities, including without restricting the foregoing, screen doors, windows, blinds, shades, doors, windows, doors, curtains, window blinds, curtains, shades, and other fixtures. All of the foregoing are declared to be a part of said real estate; whether or not attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the mortgagors or their heirs, executors, administrators, 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 **Robert H. Stensby** and seal of **David M. Carr** the day and year first above written.

[SEAL] [SEAL]

[SEAL] [SEAL]

DAVID M. CARR

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS, dated this **15** day of **December**, 1975.

I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

ROBERT H. STENSBY AND SONDRa H. STENSBY, HIS WIFE

above-named persons are the same persons whose names are affixed 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.

Given under my hand and Notarial Seal this **13th** day of **December**, 1975.

David M. Carr Notary Public

My Commission Expires May 1, 1979

NOTARY PUBLIC

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

b. Chargeable will (1) promptly repair, restore or rebuild any buildings or improvements that are damaged by fire or other causes, or (2) if such damage is not repaired or restored within one month, file first, free from encumbrance, in effect, a claim for two and one-half times the value of the loss incurred; (3) pay when due any rods, bridgework which may be required by a law or charge on the premises superior to the fee simple, and (4) furnish satisfactory evidence of the damage and such proof hereof to the lessee at his expense within a reasonable time after building or bridgework, if any, has been placed in service upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises, and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

respect to the premises and the use thereof; (b) makes no unusual alterations in or personalizes property as required by law or municipal ordinance; (c) pays all taxes, assessments, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due and duly upon written request forwarded to Trustee or to holders of the most delinquent notes, receipts therefor. (d) If any person or persons default hereunder, Mortgagee shall pay it full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may become

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms under policies providing full payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay off the debt represented by the amount of the insurance, whichever is less. The holder of the mortgage shall have power to require payment of premiums for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage form to be attached to this policy, and shall deliver all funds so including additional and renewal premiums, to the holders of the note, and in case of insurance about to expire, shall deliver renewals and has the right to demand payment of the respective dates of premium.

9. In case of default thereon, trustee or the holder of the note may, but need not, make any payment or prepayment of principal or interest on pre-accrued amounts of Mortgage Note or any other amount due thereon, but need not, make full or partial payment of principal or interest on post-accrued amounts of Mortgage Note or any other amount due thereon, or discharge the same by giving notice to trustee or the holder of the note, or release from any tax sale or for forfeiture of any interest of trustee or the holder of the note, or any other person, in any of the properties herein authorized, and any amounts paid or incurred as

affecting and premises or fixtures, any tax or assessment. All attorney's fees paid by any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and all other amounts paid by Trustee or by the holder of the note to protect the mortgagee's premises and fixtures, shall be added to the principal amount of the note, and shall bear interest at the same rate as the note, so much additional and independent of the note as will be sufficient to make payment of such amounts when due.

per annum. No holder or holders of the note shall never be considered as a winner of any right according to them on account of any default or non-payment of the note.

The sum or the holders of the note hereby secured making any payment hereof authorized relating to taxes or assessments, may do so according to any 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, sale, forfeiture, tax lien or title or claim thereof.

the deficiency judgment shall be satisfied, sole satisfaction, and shall be claimed by the holder of the note, and the holder of the note, and without notice to the Mortgagor, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything to the note or in this Trust Deed to the contrary, become due and payable at immediate time the case of default in making payment of any installment of principal or interest on the note, or (B) where default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein.

2. When the note due hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to

forfeiture, the length of time 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 attorneys' fees, Trustee's fees, appraiser's fees, notary fees, document recording fees, and expense, stenographer's charges, publication costs and costs (which may be estimated at 10% items) to be expended after entry of the decree in presenting all such abstracts of title, route searches and examinations, title insurance policies, Torrens certificates and similar documents and assurances with respect thereto. Trustee or holders of the note may deem it reasonably necessary either to prevent or to remove any encumbrance or other claim against the property hereunder, and all expenditures and expenses so incurred by Trustee or holders of the note shall be allowed and included as additional indebtedness accrued hereon, and immediately due and payable, with interest at the rate of ten per cent per annum which was paid or incurred by Trustee or holders of the note in connection with it; any proceeding including injunction and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any encumbrance hereby created, or the preparation for the commencement of any suit for the foreclosure hereof after a loss of such right to foreclose whether or not actually commenced, or the preparation for the defense of any threatened suit or proceeding which might affect the premises or the security

The proceeds of any foreclosed sale of the note shall be distributed and applied in the following order of priority: First, in payment of all costs and expenses of collection, including attorney's fees, court costs, and all other amounts; second, the terms interest accrued to the date additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, my ownership to Michigan, the heirs, legal representatives, assigns, or other rights, all

principal and interest remaining unpaid on the note, to the amount of one thousand dollars, or less.

application for a writ of replevin, or for the recovery of such rents, issues and profits, may be accounted as such receiver. Such receiver shall have power to collect all the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and delivery, during the full statutory period of redemption, whether there be redemption or not, and all during any further times when Mortgagors, except for such reversion 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 authorise such receiver to apply the net income in his hands in payment of the sum due, or part of it; the indebtedness secured hereby, or by any decree foreclosing, or trust received, or any sum, special account or other sum which may be due, or become due, hereunder, or in respect of any of the premises, or any part thereof, or any of the rents, issues and profits, or any part thereof.

16. No action for the enforcement of the law or of any provision hereof shall be brought before the expiration of three years from the date referred to in the last clause of each decree, provided such application is made to the Superior Court.

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 party interposing same in an action at law upon the note hereby secured.

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

Trustee has authority to exercise all powers granted to it under this instrument, except as otherwise provided in the instrument, or as may be required by law.

but in no event expressly obligated by the terms hereof, shall be liable for any acts or omissions hereunder, except as may be caused by gross negligence or willful misconduct of the agents or employees of Trustee, and it may require indemnification by Trustee for any amounts so paid.

after maturity thereof, produce and exhibit to Trustee the note, representing that all risk 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 note herein described any note which bears an identification number purporting to be placed thereto by a prior trustee, if such conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein described as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, 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

4. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in 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 to Trustee, and

successor shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to trustee, and trustee or his or her estate shall be entitled to reasonable compensation for all acts performed by it in its capacity as trustee.

15. This Trust Deed and all provisions hereof shall be construed in accordance with the laws of the State of Florida. Mortgagors and all persons claiming under or through Mortgagors, and their heirs, executors, administrators, successors, assigns, and personal representatives, shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, in the word "Mortgagors".

16. The word "mortgagee", when used in this instrument, shall be construed to mean the holder of record of this instrument, or the holder of record of any instrument which purports to be a mortgage on the property described in this instrument.

whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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.

Identified by stamp CHICAGO TITLE AND TRUST COMPANY.

~~MAIL TO~~

THE WILMETTE BANK
1200 CENTRAL AVENUE
WILMETTE, ILLINOIS 60091

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

PLACE IN RECORDER'S OFFICE BOX NUMBER

822 CEDAR LANE

MONTURROO, IL 60062

NAME OF RECORDED DOCUMENT