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TRUST DEED COOK COUNTY, ILLINOIS FILED FOR RECORD

This instrument was prepared
by C. Walsh, 1250 Shermer
Northbrook, Ill. 60062 JUN 30 '78 9 00 AM

Christina M. Pike
RECORDED BY [initials]

*24514175

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 13, 1978, between **24 514 175**

ARTHUR C. LOW & CHARLENE L. LOW, his wife.

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

SIXTY-FIVE 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

After Date on the balance of principal remaining from time to time unpaid at the rate of 9 per cent per annum in instalments as follows: FIVE HUNDRED TWENTY-SIX & 61/100***

Dollars on the 15th day of September 1978 and FIVE HUNDRED TWENTY-SIX & 61/100*

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 August 2007. 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 ten 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 agreements herein contained, by the Mortgagors to be performed also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, to be given to 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 Village of Northbrook

COUNTY OF COOK

AND STATE OF ILLINOIS.

Lot 14 in Northbrook Glen Subdivision Unit No. 2, being a Subdivision of part of Lots-28, 29 and 30 in Assessor's Division of Section 10, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois*

10 00

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof, for so long and during all such times as Mortgagors may be entitled thereto (which are granted expressly and on a parity with such real estate and not as an undivided interest therein, and are not to be held in common with such real estate), for cross-draining, water, gas, power, electricity, telephone, telephone and electric company, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, door coverings, insulator beds, awnings, screens and winter heating. All of the foregoing are declared to be personalty of the Mortgagors and the same are hereby assigned and 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 uses and purposes herein set forth, free from all rights and benefits arising by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits are

in set forth, freely and expressly released and waived.

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.

Arthur C. Low [SEAL] *Charlene L. Low* [SEAL]
[SEAL] [SEAL]

STATE OF ILLINOIS
Cook County

Christina M. Pike

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

Arthur C. Low & Charlene L. Low, his wife

are personally known to me to be the same persons whose names are subscribed to the foregoing Indenture, and who, I, the Notary Public, appeared before me this day in person and acknowledged that they signed, sealed and delivered the same of their own free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. 29th June 1978
Christina M. Pike
Notary Public

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

1. **Landholders** shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed by fire, (2) keep and maintain in good condition and repair, without expense, and free from encumbrance or other liens or claims for labor or materials, all structures, fixtures, equipment, machinery, tools, materials, and supplies, which may be required by a lessor or charge on the premises superior to the express subordination to the lessee hereof; (3) pay when due any indebtedness which may be incurred by a lessor or charge on the premises superior to the terms hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liens or charges or to holders of the note; (4) complete within a reasonable time all buildings 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 regard to the premises and the use thereof; (6) make no substantial alterations in said premises except as required by law or municipal ordinances.

— Mortgagor 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

5. 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 for payment by the insurance companies of amounts sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compensation satisfactory to the holders of the note, unless insurance policies are payable, in case of loss or damage by fire, lightning or windstorms, in the amount of the principal sum due on the note, plus interest accrued thereon, and such other amounts as may be necessary to protect the mortgagee, and shall deliver all policies, including additional and renewal policies, no holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the prospective dates of expiration.

6. Mortgagors shall not make any assignment of the note, or any part thereof, or make any payment or perform any act hereinafter required of mortgagors in any form and manner deemed expedient, and may have and not make, full or partial payments of principal or interest, or prior whomsoever, or
brances, if any, and purchase, discharge, commutate or settle any and all other prior liens or title or claim therof, or reduce from any tax sale or
any other cause, the amount of the principal sum due on the note, or any part thereof, or any interest thereon, or any amount of taxes or other charges
incurred in connection therewith, including attorney's fees, and any other expenses advanced by trustee or the holders of the note to protect the mortgagors
in the enforcement of the rights of the holders of the note.

in incurred in connection with the preparation, presentation, trial and defense of the action or proceeding, including attorneys' fees and any other expenses advanced by Plaintiff or the holders of the note to protect the security of the note and the property of Plaintiff or the holders of the note, and all additional indebtedness incurred thereby and shall become immediately due and payable without notice and with interest thereon at the rate of six percent per annum from the date when payment of any such amount becomes due until paid.

7. When the indebtedness hereunder is paid in full by the holder or holders of the note or notes, Trustee shall have the right to foreclose upon the property herein described as security for the payment of the same, and to collect all costs and expenses of such foreclosure, including attorney's fees, and all other expenses and charges which may be incurred by Trustee in the collection of the same, and to pay or remit to the holder or holders of the note or notes attorneys' fees, Trustee's fees, appraisal fees, recording fees, and all other expenses and charges which may be incurred by Trustee in the collection of the same.

copies and a copy hereto to the foregoing, shall be distributed and copied in the following order of priority: First, on account of all expenses incurred by the party to whom the same are mentioned in the preceding paragraph hereto, second, all other expenses additional to that expended by the party with reference thereto as herein provided; third, to the party which made the original contribution or assignment of the right, and fourth, to the party which may appear.

Such payment may be made either before or after the time fixed by the lease, provided that the amount paid shall bear interest from the time of payment at the rate of six percent per annum, and that the lessor shall have power to recover the same as well as damages for the non-payment of such interest.

and all other leave which may be necessary or convenient in such cases for the purpose of carrying out the objects of the party intervening in the action of the plaintiff.

11. Trustee or the holders of the note shall have the right to inspect at any time or at reasonable times and places thereto shall be permitted for the purpose of examination.

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 given, unless expressly obligated by the terms hereof. Trustee shall be liable for any acts or omissions hereunder, except in case of fraud, and in case of such liability, shall not be liable for damages in excess of the amount received by Trustee in accordance to it before exercising any power herein given.

any law, statute or regulation. In witness whereof, the undersigned, by power of attorney, has made a true and accurate copy of this instrument and the same is acknowledged to be and at the request of any person who shall, either before or after the date hereof, make inquiry concerning the same, to be a true and accurate copy of the original instrument, which may be deemed as true without inquiry. Where a signature is represented on a successive transfer, such successive transfer may be deemed as the genuine name herein described, and where a name and which purports to be executed by the person whose name is so described, and where the relevant

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon the successors and assigns of the parties hereto, and all persons claiming under or through Mortgagor and the wife of Mortgagor, who may at any time hereafter be entitled to the payment of the indebtedness or any interest thereon.

16. The Installation Note hereby secured is subject to prepayment in the manner and upon the condition set forth in said note.

17. That, if there shall be any changes in the ownership of the premises covered hereby without the consent of the mortgagee the entire principal and all accrued interest shall become due and payable at the election of

18. The mortgagor also hereby reserves the right and the mortgagee on its

or their behalf of its or their assignees agree that the mortgagor may charge the minimum sum of \$25.00 for the preparation and execution of a release of the within mortgage and the assignment of rents.

Digitized by srujanika@gmail.com

I M P O R T A N T

The Installment Note mentioned in the within Trust Deed has been identified
hereunder under Identification No. 150.
NOETHBROOK TRUST & SAVINGS BANK as Trustee,
by *Charles W. Hulse*

NAME	Northbrook Trust & Savings Bank	
STREET	1250 Sherman Road	
CITY	Northbrook, Illinois 60062	
INSTRUCTIONS	OR	
RECORDED'S OFFICE BOX NUMBER 15		