

24516543

TRUST DEED

JUN 13 1978

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made June 24, 1978 between 24516543 10 00

Harvey S. Smith and Alma I. Smith, his wife

herein referred to as "Mortgagors," and NORTHWEST COMMERCE BANK

an Illinois corporation doing business in Rosemont, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment 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.

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 Ten per cent per annum in installments as follows: One Thousand, Five Hundred, Ninety-Two and 30/100

Dollars on the first day of July 1978 and One Thousand, Five Hundred, Ninety-Two and 30/100 Dollars on the first 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 first day of June, 1979

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 10 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, them at the office of NORTHWEST COMMERCE BANK in Rosemont, Illinois

NOW, THEREFORE, the Mortgagors have given the payment of the said principal sum of money and said interest in accordance with the terms, provisions and conditions 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 premises described hereinafter 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:

Lots 1 and 2 (except the South 40 feet 7 inches thereof) in Block 12 in Ira Brown's Addition to Park Ridge, a Subdivision of the South half of the South West quarter, South of Railroad, in Section 26, Township 41 North, Range 12 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." TOGETHER with all improvements, tenements, easements, 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 pledged primarily and on a parity with said real estate and not secondarily), and all concrete, equipment or articles now or hereafter placed on or attached to the premises, including (without restricting the foregoing) water, light, power, refrigeration (whether single duct or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, heater beds, awnings, signs and water heaters. All of the foregoing are deemed 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 now or 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 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, S and seal, S, of Mortgagors the day and year first above written.

Signatures of Harvey S. Smith and Alma I. Smith with seals.

STATE OF ILLINOIS I, Margaret DeMuth, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Harvey S. Smith and Alma I. Smith, his wife

County of Cook who are personally known to me to be the same persons S whose names S 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 uses and purposes therein set forth, including the release and waiver of the right of homestead. 24th day of June A. D. 1978

GIVEN under my hand and Notarial Seal this 24th day of June A. D. 1978 Margaret DeMuth Notary Public MY COMMISSION EXPIRES JANUARY 9, 1982



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

1. Mortgages shall remain subject to the covenants and conditions of any other mortgages now or hereafter on the premises which may become damaged or be destroyed, and shall not be a lien on the premises...

2. Mortgages shall pay before any general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request... furnish to the holders of the note duplicate receipts...

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... and shall deliver all policies, including additional and renewal policies, to holders of the note...

4. In case of default, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgages...

5. The Trustee or the holders of the note... may do so according to any bill, statement or estimate received from the appropriate public utility...

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...

7. When the indebtedness herein secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the premises...

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 incurred in the foreclosure proceedings...

9. Upon completion of the sale of a lot to foreclose the trust deed and the right to which said lot is sold may appoint a receiver of said premises...

10. No action for the enforcement of the terms of any provisions hereof shall be subject to any defense which would not be good and available to the party obligated under the same...

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 condition, maintenance, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power hereunder...

13. Trustee shall release the 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...

14. Trustee may convey by instrument in writing the premises or any portion thereof to the County or Registrar of Titles in which this instrument shall have been recorded...

15. This Trust Deed and all provisions hereof shall extend to and be binding upon successors and all persons claiming under or through Mortgages...

16. The instrument here hereby secured is subject to provisions of the trust deed and upon the conditions set forth in said note.

Property of Clerk's Office

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IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS INSTRUMENT SHOULD BE FILED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 11-000722

NORTHWEST COMMERCIAL BANK As Trustee

Walter Zook Assistant President

NAME: THIS INSTRUMENT WAS PREPARED BY

STREET: Northwest Commerce Bank

CITY: 9797 W. Higgins

INSTRUCTIONS: Rosemead, Illinois 60018

OR

RECORDER'S OFFICE BOX NUMBER

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

END OF RECORDED DOCUMENT