

TRUST DEED

24577757
66-4892
48750

This instrument was prepared by C. Walsp, 1250 Shermer Rd., Northbrook, Ill., 60062

24 577 757

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made July 18, 1978, between LOIS M. WELCHKO, married to ROBERT C. WELCHKO

11.00

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 FORTY-SEVEN THOUSAND SIX HUNDRED 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 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: THREE HUNDRED EIGHTY-FIVE & 65/100*

Dollars on the 15th day of September, 1978 and THREE HUNDRED EIGHTY-FIVE & 65/100 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 9 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, 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, 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 their estate, right, title and interest therein, situate, being and being in the Village of Northbrook COUNTY OF COOK AND STATE OF ILLINOIS.

SEE RIDER ATTACHED

Unit No. 311-B as delineated on the survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lots 1, 3, 4, 5, 6 and 7, both inclusive, in La Salceda Subdivision, being a subdivision of the North 1/2 of Section 21, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for La Salceda Del Norte Condominium Association made by American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated February 1, 1978 and known as Trust No. 42208, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24538413; together with an undivided .5020 % interest in the Parcel (excepting from the Parcel all the property and spaces comprising all of the units thereof as defined and set forth in said Declaration and Survey), and

All of Mortgagor's right, title and interest in and to an Exclusive Parking Use for parking purposes in that Limited Common Element delineated as Covered Parking Space No. 53 as defined and set forth in said Declaration and Survey.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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Property of Cook County Clerk's Office

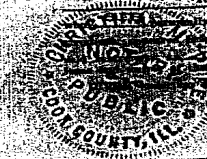
which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues, and profits thereof for so long and during all such times as Mortgages may be entitled thereto (which are pledged primarily and on 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, electric light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, shades, storm doors and windows, floor coverings, interior beds, awnings, gloves, 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, for the purposes and upon the same terms hereinafter 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.
Lois M. Welchko [SEAL]
Lois M. Welchko [SEAL]
Robert C. Welchko [SEAL]
Robert C. Welchko [SEAL]

STATE OF ILLINOIS
County of Cook

I, Christina M. Pike
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
LOIS M. WELCHKO, married to Robert C. Welchko
Robert C. Welchko married to Lois M. Welchko
knows to me to be the same person S whose name S subscribed to the foregoing instrument on this day in person and acknowledged that they signed, sealed and delivered the same to me as true and voluntary act for the uses and purposes therein set forth, including the release of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.
31st
Christina M. Pike
Notary Public



24 577 757

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

Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, including interest, taxes, 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

Mortgagors 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 replacing or repairing 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 the premises, to 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.

In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances 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 moneys advanced by Trustee or the holders of the note to protect the mortgagee's premises and the lien 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 six 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 act or omission on the part of Mortgagors.

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 procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of such tax, assessment, sale, forfeiture, tax lien or title or claim therefor.

Mortgagors 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 Mortgagors, 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 Mortgagors herein contained.

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 of 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, entry of the decree, expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to the premises. Trustee or holders of the note may deem it to be reasonably necessary either to prosecute such suit to evidence to holders of the note in this paragraph provided and 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 incurred by Trustee or holders of the note in connection with any proceeding, including probate and bankruptcy proceedings, to 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 (b) preparation, or the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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, all other items which under the terms hereof are secured in addition to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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 notice, without regard to the solvency or insolvency of Mortgagors 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors' appeal 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 advisable 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 prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency; (3) No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interested same in an action at law upon the note hereby secured.

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.

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, 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 assigns of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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 such release hereof to and 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 representative Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder, which conforms in substance with the description herein contained of the note, and which purports to be executed and held by the person herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept the genuine note herein described and 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 persons herein designated as makers thereof.

Trustee may resign 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 case of the resignation, inability or refusal to act of Trustee, then Recorder or Registrar of Deeds 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 reasonable compensation for all acts performed hereunder.

This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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.

The Installment Note hereby secured is subject to prepayment in the manner and upon the conditions set forth in said note.

17. That, if there shall be any change 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 the mortgagee, and foreclosure proceedings may be instituted thereon.

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

30th JUNE, ILLINOIS
FILED FOR RECORD
AUG 10 12 30 AM '78

RECORDER OF DEEDS
* 24577757

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1284
NORTHBROOK TRUST & SAVINGS BANK, Trustee.
Charles M. Stahl, Vice President

NAME
D STREET Northbrook Trust & Savings Bank
L 1250 Shermer Road
I CITY Northbrook, Illinois 60062
V INSTRUCTIONS OR
R RECORDER'S OFFICE BOX NUMBER

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

BOX 533