

# UNOFFICIAL COPY

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This Indenture, Made between Robert R. Shinnick and Marilyn W. Shinnick, his wife

party of the first part, and THE FIRST NATIONAL BANK OF HIGHLAND PARK, a national banking association, in Highland Park, Illinois, having its principal office in the City of Highland Park, County of Lake and State of Illinois, as Trustee, party of the second part, WITNESSETH:

THAT WHEREAS, the said Robert R. Shinnick and Marilyn W. Shinnick, his wife justly indebted upon their one principal promissory note of even date herewith, payable to the order of BEARER and delivered; said principal note being for the sum of Seventy Two Thousand Three Hundred Seventy Five and no/100 (\$72,375.00) dollars with monthly payments of \$632.34 beginning October 10, 1978 at the rate of 9-1/2% interest per annum with a final payment of the unpaid balance September 10, 2003, together with accrued interest and charges, if any.

11-90

Both principal and interest being payable in legal tender of the United States of America, of the present standard at the office of said The First National Bank of Highland Park, or at such banking house in Illinois, as the legal holder of said principal indebtedness may from time to time in writing appoint. Principal note to be paid after maturity at the highest rate for which it is now in such case lawful to contract.

The identity of the said principal note hereby secured is evidenced by the certificate thereon of said Trustee.

NOW, THEREFORE, the said party of the first part, for the better securing of the payment of the said principal sum of money and said interest, and the performance of the covenants and agreements herein contained, by the said party of the first part to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the said party of the second part, its successors and assigns, the following described Real Estate, situated in the County of Cook

in the State of Illinois, to-wit:

Lot 18 in Central Addition to Glenview, being a Subdivision of the North half of the South East quarter of the North East quarter of Section 34, Township 42 North, Range 12, East of the 3rd P.M., and Block 6 being in Oak Glen, a Subdivision of the South half of the North West quarter of Section 35, Township 42 North, Range 12, East of the 3rd P.M., in Cook County, Illinois.

This instrument was prepared by: FIRST NATIONAL BANK OF HIGHLAND PARK

*Brooke H. Metz*  
513 Central, Highland Park, IL 60035

TOGETHER, with all and singular the tenements, hereditaments and appurtenances therunto belonging, and the rents, issues and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water or power, and all other fixtures in, or that may be placed in any building now or hereafter standing on said land, and all the estate, right, title and interest of the said party of the first part of, in and to said premises.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the said party of the second part, its successors and assigns, forever, for the purposes, uses and trusts herein set forth, and for the security of the said principal note hereinbefore described and 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 said party of the first part does hereby expressly release and waive.

AND SAID PARTY OF THE FIRST PART, for said party, and for the heirs, executors, administrators and assigns of said party, does covenant and agree with the said party of the second part, for the use of the holder or holders of said principal note, until the indebtedness aforesaid shall be fully paid, to keep said premises in good repair, to make all repairs to said premises; and all moneys paid for any tax or special assessment whatsoever, nor suffer any lien of mechanics or material men to attach to said premises, nor do, nor permit to be done, upon said premises, anything that may impair the value thereof, or the security intended to be effected by this instrument; and in case of the failure of said party of the first part thus to pay such taxes or special assessments before the commencement of the annual tax sale in said county, or to keep the buildings on said premises in good repair, or to pay any such liens of mechanics or material men, then said party of the second part, or the holder or holders of said principal note, may, at any time, pay or settle any and all suits or claims for liens of mechanics or material men or any other claims that may be made against said premises or make repairs to said premises; and that shall be obtained thereon, and said party of the second part, or the holder or holders of said principal note, may, at any time, pay or settle any and all suits or claims for liens of mechanics or material men or any other claims that may be made against said premises or make repairs to said premises; and all moneys paid for any such purpose, and any other moneys disbursed by the party of the second part or the legal holder or holders of said principal note, to protect the lien of this Trust Deed, with interest thereon at the highest rate for which it is then in such case lawful to contract, shall become so much additional indebtedness secured by this Trust Deed, and be included in any decree foreclosing this Trust Deed and be paid out of the proceeds of sale of the lands and premises aforesaid, if not otherwise paid by said party of the first part; and it shall not be obligatory to inquire into the validity of such tax deed, taxes or special assessments, or of sales therefor, or of liens of mechanics or material men, or into the necessity of such repairs, in advancing moneys in that behalf as above authorized; but nothing herein contained shall be construed as requiring the said party of the second part, or the legal holder or holders of said principal note, to advance or expand money for taxes or special assessments for other purposes aforesaid.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid, the said party of the first part, for said party, and for the heirs, executors, administrators and assigns of said party, covenants and agrees to keep all buildings and fixtures that may be placed on the said premises, at any time during the continuance of the said indebtedness, insured against loss or damage by fire or windstorm, for the full insurable value of such buildings and fixtures, in such responsible insurance company or companies as may be approved by the party of the second part, or the holder or holders of said principal note, and to make all sums recoverable upon such policies payable to the party of the second part, for the benefit of the holder or holders of said principal note, by the usual mortgagee or trustee clause to be attached to such policies, and to deliver all such policies to the said party of the second part, or the holder or holders of said principal note; and in case of failure to insure as above provided, the party of the second part, or the holder or holders of said principal note, or of any of them, may procure such insurance, and all moneys paid therefor, with interest thereon at the highest rate for which it is then in such case lawful to contract, shall become so much additional indebtedness secured by this Trust Deed; but it shall not be obligatory upon said party of the second part, or any holder of any of said note, to advance or pay for such insurance in case of such failure to insure.

AND IT IS FURTHER COVENANTED AND AGREED, that in case of default for thirty days in making payment of any installment due in accordance with the terms thereof, either of principal or interest, or of a breach of any of the covenants or agreements herein contained to be performed by the party of the first part, or the heirs, executors, administrators or assigns of said party, then the whole of said principal sum hereby secured shall, at once, at the option of the holder or holders of said principal note, become immediately due and payable without notice to said party of the first part, or the heirs, legal representatives, or assigns of said party.

And thereupon the legal holder or holders of said principal note, or the party of the second part, for the benefit of the legal holder or holders of said note, shall have the right to immediately foreclose this Trust Deed, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said party of the first part, or any party claiming under said party, and without regard to the solvency or insolvency, at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the legal holder or holders of the indebtedness secured hereby, with power to collect the rents, issues and profits of the said premises during the pendency of such foreclosure suit, and, in case of sale and a deficiency, during the full fifteen months' statutory period of redemption; and the court may from time to time authorize said receiver to apply the net amounts in his hands in payment (in whole or in part) of any or all of the items following: (1) Amount due upon the indebtedness secured hereby, (2) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance of the improvements upon said premises, or (4) taxes, special assessments or any other lien or charge upon said premises that may be or become superior to the lien of this trust deed or of any decree foreclosing the same.

AND IN CASE OF FORECLOSURE of this Trust Deed by said Trustee or by the holder or holders of said principal note or of any of them in any court of law or equity, a reasonable sum shall be allowed for the solicitors' and stenographers' fees of the complainant in such proceeding, court reporters' fees at actual cost, and also for all outlays for documentary evidence and cost of a complete abstract of title to said premises, and for an examination or opinion of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the said party of the second part, or the holder or holders of said principal note, shall be made a party thereto by reason of this

(OVER)

In the event of conveyance of the premises, in whole or in part, without the prior written consent of the legal holder thereof, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable.

PNH # 66121337 Classified

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PNTI # *Mc 121537* *Seasfield*

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
AUG 21 1 25 PM '78

*Richard A. ...*  
RECORDER OF DEEDS  
24592602  
*Richard A. ...*  
RECORDER OF DEEDS

deed, their costs and expenses and the reasonable fees and charges of the attorneys or solicitors of the party of the second part and of the holder or holders of said principal note, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises, under this deed, and all such attorneys', solicitors', court reporters' and stenographers' fees, costs, expenses and other charges shall become so much additional indebtedness secured hereby, and be allowed in any decree foreclosing this trust deed.

4. And there shall be included in any decree foreclosing this trust deed and be paid out of the rents or proceeds of any sale, made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale and conveyance, including attorneys', solicitors', stenographers', court reporters', trustee's fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) All the moneys advanced by the party of the second part, or any one or more of the holders of said principal note, for any purpose authorized in this Trust Deed, with interest on such advances at the highest rate for which it is in such case lawful to contract, at the time such advances are made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured; (4) All of said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the said party of the first part, or the heirs, legal representatives or assigns of said party, on reasonable request.

A RECONVEYANCE of said premises shall be made by the party of the second part to said party of the first part, or to the heirs or assigns of said party, on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the party of the first part, and the payment of the reasonable fees of the said party of the second part.

It is expressly agreed that neither the said Trustee, nor any of its agents or attorneys, nor the holder or holders of any note hereby secured, shall incur any personal liability on account of anything that it, he or they may do or omit to do under the provisions of this deed, except in case of its, his, or their own gross negligence or misconduct.

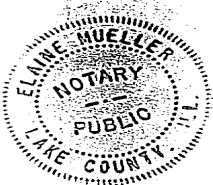
The Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the Recorder's office of the county in which this instrument shall have been recorded.

In case of the resignation, inability or refusal to act of the said party of the second part at any time when its action hereunder may be required by any person entitled thereto, then Chicago Title and Trust Company, an Illinois corporation, having its principal office in the City of Chicago, County of Cook, and State of Illinois, shall be and it is hereby appointed and made successor in trust to the said party of the second part under this Trust Deed, with identical powers and authority, and the title to said premises shall thereupon become vested in such successor in trust for the uses and purposes aforesaid.

WITNESS the name, S. and seal, of said party of the first part, this 19th day of July

A. D. 1978  
Robert R. Shinnick (SEAL) Marilyn W. Shinnick (SEAL)  
Robert R. Shinnick (SEAL) Marilyn W. Shinnick (SEAL)

State of Illinois ss.  
County of Lake



I, Elaine Mueller, Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that Robert R. Shinnick and Marilyn W. Shinnick personally know to me to be the same persons whose names are 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.  
Given under my hand and Notarial Seal, this 19th day of July, A. D. 1978  
Elaine Mueller, Notary Public.

IMPORTANT For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by The First National Bank of Highland Park, Trustee, before the Trust Deed is filed for record.

The principal note mentioned in the within Trust Deed have been identified herewith. Register No. 3995

THE FIRST NATIONAL BANK OF HIGHLAND PARK  
By: [Signature] Trust Officer

24 592 602

TRUST DEED

(INSTALLMENT NOTE)

TO  
THE FIRST NATIONAL BANK  
OF HIGHLAND PARK  
HIGHLAND PARK, ILLINOIS  
Trust No. M-2428  
Loan No. 25 years at 9-3/4%  
\$ 72,375.00  
Date July 19, 1978

MAIL TO  
THE FIRST NATIONAL BANK  
OF HIGHLAND PARK  
HIGHLAND PARK, ILLINOIS

END OF RECORDED DOCUMENT