

# UNOFFICIAL COPY

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TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JUN 7 '79 1 03 PM

Recorder's Office  
RECORDED FOR DEEDS

#24993494

24993494

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 5, 1979 1979, between

Robert T. Joseph and Sarah G. Joseph, His Wife

herein referred to as "Mortgagors," and LA SALLE NATIONAL BANK, a National Banking Association, 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

One Hundred Fifteen Thousand and No/100 -----\$115,000.00----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from disbursement date on the balance of principal remaining from time to time unpaid at the rate of 10% per cent per annum in instalments as follows:  
One Thousand Fourteen and 86/100-----\$1,014.86-----or more-----

Dollars on the 1st day of July 1979 and One Thousand, Fourteen and 86/100-----\$1,014.86-----or more-----

Dollars on the 1st 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 1st day of June, 2008

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 highest lawful rate per annum after maturity whether by acceleration or otherwise, and all of said principal and interest being made payable at such banking house in Chicago, 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 La Salle National 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 estate, right, title and interest therein, situate, lying and being in the

County of Cook AND STATE OF ILLINOIS.

to wit: City of Northbrook

1000

Lot 56 in Innisfail Unit No. 1 being a subdivision in Section 8, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, according to Plat of subdivision recorded on June 25, 1962 as document 18515339 in Cook County, Illinois.

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances therein belonging, and all rents, issues and profits thereof for so long and during all such times as the Mortgagors may be entitled thereto (which are pledged primarily and as a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon, whether single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, including (without restricting the foregoing), awnings, window shades, storm doors and windows, floor coverings, in-a-door beds, swings, stoves 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.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and for 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 and seal of Mortgagors the day and year first above written.

[SEAL] Robert T. Joseph [SEAL]  
[SEAL] Sarah G. Joseph [SEAL]  
I, Alyce M. Wozinski



a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert T. Joseph and Sarah G. Joseph, His Wife

whom I personally know 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 7th day of June A.D. 1979.  
My Commission Expires 6-3-80 Alyce M. Wozinski

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

1. 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 secured by lien charge superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building 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 respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind-storm 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 companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of 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; and the Mortgagors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the duty, but not the duty, to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee's action in this regard shall be conclusive as against the Mortgagors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit or as the holder or holders of the note may direct, either in reduction of the unpaid mortgage indebtedness or to the restoration or repair of the said premises.
4. 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, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment of all moneys paid for 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 mortgaged 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 forthwith and with interest thereon at the highest lawful rate per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account to any default hereunder on the part of Mortgagors.
5. The 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 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 thereon.
6. 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 instalment of principal or interest on the note, or (b) when default in all payments and with interest thereon at the highest lawful rate per annum, in the performance of any other agreement of the Mortgagors herein contained.
7. In the event of a suit herein the Mortgagors waive all right to the possession, income and rents of said premises (including accrued and unpaid income and rents) and thereupon it shall be lawful for the Trustee or holders of the note and it is hereby expressly authorized and empowered to enter into and upon and take possession of the premises hereby conveyed, to lease the same, collect and receive all the rents, issues and profits thereof (accrued or otherwise), and apply the same, less the necessary expenses for the care and preservation of said premises, including any such expense as the payment of Trustee's fees, insurance premiums, taxes, assessments and water charges, to a reduction of said indebtedness; and that 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 added 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, including Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated) to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guaranties, ante policies, notices, affidavits, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures in consequence of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest lawful rate per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate or receivership 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 hereby, or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such indebtedness, 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.
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 incident to the foreclosure hereof, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any over plus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. 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 notice, without regard to the priority of the lien hereof, as the payment of Trustee's fees, insurance 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 the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and during the full term of redemption, whether there be redemption or not, as well as during any other time when Mortgagors, except for the intervention 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 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.
10. No action for the enforcement of the lien or of any other lien hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action thereon.
11. In the event the Mortgagors sell or dispose of the mortgaged premises by Deed or by Agreement for Deed, then and without notice or demand, the entire principal balance unpaid as of the date of such sale or disposition shall become immediately due and payable at the place of payment provided for in the Note.
12. Trustee or the holders of note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
13. Trustee has no duty to examine the title, location, existence, or condition of the premises or inquire into the validity of the signatures, or the identity, capacity or authority, of the Mortgagors or agent of the Mortgagors nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly authorized hereby, and he shall be liable for any act or omission hereunder, except the most gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnity as satisfactory to it before exercising any power herein given.
14. 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 a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and deliver to Trustee the note, representing that all indebtedness secured hereby 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 thereon by a prior trustee hereunder which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, or where the release is requested of the original trustee, if it has never placed an identification number upon 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 the persons herein designated as makers thereof.
15. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this Trust Deed shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder 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 authorities as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
16. 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.
17. LA SALLE NATIONAL BANK, personally, may buy, sell, own and hold the note or any interest therein, before or after maturity, and whether or not in default; and said Bank as holder of law from the note interest, then and exercising such holder's rights and to all the same security and to all the same rights, and remedies as are in this Trust Deed given to the holders of the note, with like effect as if said Bank were not the Trustee under this Trust Deed; and no merger of the interest of said Bank as a holder of the note and as Trustee hereunder shall deemed to occur at any time. Any actions or remedies provided in this Trust Deed to be taken by the Trustee or the holders of the note may be taken or had jointly by the Trustee and any holder of the note.
18. Mortgagor agrees that, in order to more fully protect the security of this Trust Deed, Mortgagor will do it with the holder of the note, on the first day of each month, one-twelfth of the amount (as estimated by the holder of the note) which will be sufficient to pay taxes, special assessments, and other charges on the real estate that will become due and payable during the ensuing year. The holder of the note shall hold in trust, without any allowance of interest, and shall use such fund for the payment of such items when the same are due and payable. If at any time the fund so held by the holder of the note is insufficient to pay any such item when the same shall become due, the holder of the note shall advise Mortgagor of the deficiency and Mortgagor shall, within ten days after receipt of such notice, deposit with the holder of the note an additional sum of money which may be necessary to pay such items. Failure to make any deposit when due shall be a breach of this mortgage. If at any time there be default in any of the provisions of this mortgage, the holder of the note may at its option apply any money in the fund on any of the mortgage obligations and in such order and manner as it may elect. On full payment of the mortgage debt any unused portion of the fund shall be paid over to the owner. On prepayment of the debt, any amount in the fund shall be credited on the indebtedness. Transfer of legal title to the mortgaged real estate shall automatically transfer to the new owner the beneficial interest in the fund.

24993494

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED  
BY THE LA SALLE NATIONAL BANK, TRUSTEE, BEFORE  
THE TRUST DEED IS FILED FOR RECORD.

**DELIVERY INSTRUCTIONS**  
LA SALLE NATIONAL BANK  
Real Estate Loan Department  
135 South La Salle Street  
Chicago, Illinois 60690

OR  
RECORDERS' OFFICE BOX NUMBER 1209  
FOR RECORDERS' INDEX PURPOSES INSERT STREET ADDRESS OF THE ABOVE DESCRIBED PROPERTY HERE

The Instalment Note mentioned in the with a Trust Deed has been identified  
herewith under Identification No. 82455

By [Signature]  
LA SALLE NATIONAL BANK, as Trustee,  
Assistant Secretary.

**PREPARED BY**  
THIS INSTRUMENT PREPARED BY:  
LA SALLE NATIONAL BANK  
135 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60603  
REAL ESTATE LOAN DEPARTMENT

# END OF RECORDED DOCUMENT