

# UNOFFICIAL COPY

JUL 25 '77 65-55-5865  
THIS INDENTURE M.A.

**TRUST DEED**

THE END OF THE MONTH - March

July 13 1977 between

DAVID GREEN AND ALYSE P. GREEN, his wife  
herein referred to as "Mortgagors," and

24 025 571

**OLD ORCHARD BANK**  
AND TRUST COMPANY

Having its principal office in the Village of Skokie Illinois, (herein referred to as "Trustee"), witnesseth:

**THIRTY EIGHT HUNDRED DOLLARS** 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 "Holder") in the principal sum of **FOURTY THREE THOUSAND AND NO/100** Dollars (\$43,000.00).

and directed the subordinate trustees of the State of the Mountain's land Washington, to provide the place that was proposed, said and entered upon, according to the instrument of conveyance, and the said lands were as follows:

**THREE HUNDRED FIFTY-TWO AND 3/100** Dollars \$ 353.53  
on the **first** day of **August**, **1977** and a like sum on the **first** day of each and every month thereafter until paid  
**in full.**  
Note is made that the final payment of principal and interest, if not sooner paid, shall be due on the **first** day of **August**, **2002.**

19. All available payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and then to accrued and unpaid principal and the premium of each installment unless paid when due shall bear interest at the maximum rate under the law.

NOTWITHSTANDING THE PAYMENT OF THE PRINCIPAL SUM OF MONEY AND ALL INTEREST, IN ACCORDANCE WITH THE TERMS, PROVISIONS AND LIMITATIONS AGREED UPON IN THIS AGREEMENT, THE BORROWER WILL PAY TO THE LENDER THE SUM OF FIVE DOLLARS (\$5.00) AS A PENALTY FOR EACH DAY THAT THE BORROWER FAILS TO PAY THE PRINCIPAL AND ACCRUED INTEREST ON TIME.

...and the premises herein contained, by the Mortgagors to be performed and also to remain in the possession of the One Village of Niles and all of their estate, right, title and interest therein, subject, lying and being in the **Village of Niles**, **County**

## Cook

#### **What We've Learned, So Far**

**County**

Lot 10 in Robbins Subdivision of certain blocks and parts of blocks together with vacated parts of alley and streets in Main Street and Waukegan Road Subdivision, being a subdivision of the North half of the South West quarter of Section 19, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, lying East of the center line of Telegraph Road and East of the center line of Waukegan Road South of junction of said roads (excepting the North 50 links thereof) and in the subdivision of parts of Blocks 1, 2, 3 and all of Block 9, 10, and 11 in said Main Street and Waukegan Road Subdivision, in Cook County, Illinois.

THIS INSTRUMENT W S PREPARED BY  
M. H. L. M. A.

Karen A. Mich

Old Orchard Bank and Trust Company  
4949 Old Orchard Road,  
Skokie, Illinois, 60076.

**11<sup>00</sup>**

the following sections, the term "specimen" will be referred to here in the "specimens".

TABLE III. THE RECOMMENDED INSULATING AND AIR-CONDITIONING REQUIREMENTS FOR SOUTHERN STATES. Many states have adopted the recommendations of the U.S. Weather Bureau, and, therefore, building codes in these states are based on the recommendations of the U.S. Weather Bureau.

1996-1997 学年第二学期期中考试高二物理试题

3. Maintenance. Shall at all times repair, maintain or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; without cost, and free from expense to the lessor or other lessors or agents for whom not expressly dedicated to the lien hereof; (3) shall pay all taxes, assessments, license fees, rentals, rents, expenses, costs and charges of every kind, including interest thereon, and upon request exhibit satisfactory evidence of the discharge of all such taxes, fees, expenses, costs and charges, and (4) shall, at all reasonable times, submit to the lessor or other lessors or agents for whom not expressly dedicated to the lien hereof, a copy of the laws or municipal ordinances with respect to the premises and the use thereof, and (5) with or without written consent of the lessor or other lessors or agents for whom not expressly dedicated to the lien hereof, make any alterations, additions, or improvements to the premises as required by law or by municipal ordinance; (6) for any use of said property for purposes other than that for which the same is now used, or (7) for any alteration, addition or improvement to any part of any building or structure, or for any other use of said property, and (8) a sole management or transfer of any right, title or interest in and to said property or any portion thereof or any improvements, fixtures or equipment of which may be found in or upon said property.

The Note shall be paid when and as aforesaid by payment or otherwise, except that the holders of the Note may, but need not, make full or partial payments of principal or interest on prior encumbrances of the property which are subordinate to the Note, and may, but need not, make full or partial payments of principal or interest on prior encumbrances of the property which are senior to the Note. All money paid by the holders of the Note to protect the mortgaged premises and the land thereon, including reasonable compensation to the holders of the Note for the services of an attorney who is retained at the expense of the holders of the Note to protect the mortgaged premises and the land thereon, shall be additional indebtedness created hereby and shall become immediately due and payable without notice, and with interest thereon at the rate of seven percent per annum. Each item of trustee or holder of the Note shall never be considered as a master or agent of the others.

16. The trustee or the holder of the Note hereby agrees making any payment hereof authorized relating to taxes or assessments, may do so according to any bill, statement or estimate given from the appropriate public office without injury into the ownership of such bill, statement or estimate or into the validity of any tax, assessment, deduction, tax or fee or fine or sum therewith.

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9. In the administration of any proceeding, whether by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the Note, or to sue the Trustee or on behalf of the Trustee or holders of the Note for attorney's fees, Trustee's fees, appraisal costs, documentary and expert evidence expenses, and other expenses of such proceeding, including reasonable attorney's fees, disbursements, and expenses of witnesses and experts, and reasonable expenses of court reporters. Persons, corporations, and similar firms and associations with respect to the title to or the value of the property covered by the Note, and the amount of the principal and interest due thereon at the rate of seven percent per annum, when paid or incurred by Trustee or holders of the Note in connection with any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed, any indebtedness or obligation for the payment of any threatened cost of proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The amounts and rates, terms, features, value of the principal shall be determined and applied in the following order of priority: First, on account of all costs and expenses incident to the issuance of a Note; second, on all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereinabove were not specifically mentioned; third, to the extent provided by the Note, with interest as herein provided; fourth, all principal and interest remaining unpaid on the Note, fourth, may pay over to Mortgagor, their heirs, legal representatives or assigns, all their rights which may appear.

At any time after the filing of a bill to foreclose, the court to which such bill is filed may appoint a receiver of said premises. Such receiver shall have power to collect the rents, income and profits of said premises during the pendency of such bill, to foreclose, during the full statutory period of redemption, whether the same is exercised or not, as well as during any other times when Mortgagors, by their acts, may render it necessary to do so; and the said receiver may exercise all powers which may be necessary in such cases to collect the rents, income and profits of said premises during the pendency of such bill, to foreclose, or to exercise any other power given to him by the Court, and to apply the net proceeds to his account on which or as hereinafter provided.

The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any two Specified assignments of other liens which may be hereinafter applied to the basis thereof or on such decree, provided such application is made prior to foreclosing said, or the deficiency in case of a sale, and deficiencies.

28. No claim for the recovery of the value of any item or of any payment therof shall be subject to any defense which would not be good and available to the party intervening.

88. Entries on the bottom of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

1.2. Trustee shall not duty be bound to record or to exercise any power herein given unless and only as expressly provided in the title, location, existence, or condition of the premises, nor shall Trustee be obliged to record this Trust Deed or to exercise any power herein given unless and only as so required by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct.

The Trustee may accept instruments in writing, and in the office of the Recorder or Registrar of Titles, which such instruments shall have been recorded or filed. In case of the death of the Grantor, or in case of the death of the Grantor and Husband of Trustee, the Trustee, then the Chicago Title and Trust Company of Cook County, Illinois, shall be and to his/her appointed Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee so named shall be entitled to reasonable compensation for all services performed hereunder.

15. That, from time and all processes, shall, and all persons claiming under or through Mortgagors, and the word "Mortgagors" and the word "mortgagors" shall be binding upon Mortgagors, and all persons claiming under or through Mortgagors, and the word "Mortgagors" and the word "mortgagors" shall

In order to provide for the payment of taxes, assessments, and insurance premiums required to be paid hereunder by Mortgagor, Mortgagor shall deposit with the Bank or the Trustee from time to time, at such times and in such amounts as the Note may designate, on each monthly statement date an amount equal to 10% of the principal amount of the Note, plus interest accrued thereon, plus 10% of the amount of all taxes, assessments and insurance premiums required to be paid without interest and to be applied to the payment of such taxes and assessments as the same become due for the respective periods, plus 10% of the same expense for paying items mentioned, and in the event any default shall exist in the amount of such deposits, Mortgagor agrees to pay such amounts as may be due on the date of default. Nothing herein contained, however, shall release Mortgagor from the payment of taxes and other expenses which may become due prior to the date of default, assessments, insurance premiums, or any other amounts deposited by reason of the non-performance of any of the covenants and agreements of Mortgagor herein contained, the holders of the Note may apply any and all sums theron deposited on account of the indebtedness secured hereby.

18. The covenants, agreements, conditions, promises and understandings in this Trust Deed contained, shall extend to and be binding upon Mortgagors and any and all persons becoming free through or under Mortgagors, the same as if they were in every case named, and all the covenants herein shall bind them, and each of them, their heirs, executors, administrators, and successors, and shall come to the benefit of Trustee, the successors and assigns, and of the holders of the Note.

28. The invalidity of any one or more covenants, clauses, limitations, or paragraphs of this Trust Deed shall not affect the remaining portions of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if such invalid covenants, clauses, sentences or paragraphs had not been inserted.

29. Until whenever the contract behind security the above, or any trust, shall include the singular and/or plural. If more than one party execute this trust deed all

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**RECORDED BY** \_\_\_\_\_  
**AT** \_\_\_\_\_  
**ON** \_\_\_\_\_  
**IN THE COUNTY OF** \_\_\_\_\_  
**STATE OF** \_\_\_\_\_  
**FOR THE AMOUNT OF** \_\_\_\_\_  
**TO PAYABLE TO** \_\_\_\_\_  
**INTEREST AT** \_\_\_\_\_  
**FOR THE TERM OF** \_\_\_\_\_  
**IN WITNESS WHEREOF,** \_\_\_\_\_  
**SIGNED AND SWORN TO** \_\_\_\_\_  
**IN MORTGAGE THE DAY AND YEAR FIRST ABOVE WRITTEN.**

STATE OF ILLINOIS  
County of Illinois

(SEAL) Alyse P. Green

(SF&AI.)

STATE OF ILLINOIS  
County of Illinois

1. the undersigned  
a Notary Public in and for and residing in said County in the State aforesaid DO HEREBY CERTIFY THAT

\* David Green and Alyse P. Green, his wife \*  
who are personally known to me to be the same person as 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 Notary Seal this  
A.D. 19<sup>27</sup> day of July

**IMPORTANT**

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-  
FIED 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. 932  
OLD ORCHARD BANKS TRUST CO. as Trustee  
By Asst. Secy. & Trust Officer M. M. Laird

**OLD ORCHARD BANK & TRUST CO.**  
DEPT. OF INVESTMENTS  
**1000 OLD ORCHARD ROAD**  
**SCHAUMBURG, ILLINOIS 60076**

**BOX 533**

**END OF RECORDED DOCUMENT**