

JUL 25 '77 65-55-586J

TRUST DEED

THIS INSTRUMENT, Made

July 13 1977, between

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

OLD ORCHARD BANK AND TRUST COMPANY

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in Illinois banking company, having its principal office in the Village of Skokie 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 "Holder" of the Note) in the principal sum of

Forty Three Thousand AND NO/100 Dollars (\$43,000.00) evidenced by said certain Installment Note of the Mortgagors of even date herewith, made payable to BEAKER and delivered, in and by which said Note the Mortgagors promised to pay the principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 8 7/8 % per annum, greater for arrears of interest, as follows:

THREE HUNDRED FIFTY-TWO AND 3/100 Dollars \$353.53) due the day of July 1977 and a like sum on the first day of each and every month thereafter until said Note is paid in full.

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

All payments of principal and interest shall be made payable at such banking house or trust company in the Village of Skokie, Illinois, as the holders of the Note may from time to time in writing appoint, in the absence of such appointment, then at the office of Old Orchard Bank & Trust Co.

NOW THE MORTGAGORS, 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 conditions herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar as stated hereon, this day of July 1977, do hereby acknowledge, ratify, confirm 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 Village of Niles Cook County and State of Illinois, to wit:

Lot 10 in Robbins Resubdivision 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 WAS PREPARED BY: Karen A. Nich Old Orchard Bank and Trust Company 4949 Old Orchard Road, Skokie, Illinois, 60076.

11.00

THE MORTGAGORS HEREBY WARRANT AND GUARANTEE TO THE TRUSTEE THAT THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS FREE FROM ALL LIENS, ENCUMBRANCES, EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS OF WHATEVER NATURE, AND THAT THE PROPERTY IS NOT SUBJECT TO ANY COURT ORDER OR JUDICIAL DECREE FOR THE PAYMENT OF ANY DEBT OR OBLIGATION OF ANY PERSON OR ENTITY, AND THAT THE PROPERTY IS NOT SUBJECT TO ANY COURT ORDER OR JUDICIAL DECREE FOR THE PAYMENT OF ANY DEBT OR OBLIGATION OF ANY PERSON OR ENTITY, AND THAT THE PROPERTY IS NOT SUBJECT TO ANY COURT ORDER OR JUDICIAL DECREE FOR THE PAYMENT OF ANY DEBT OR OBLIGATION OF ANY PERSON OR ENTITY.

THE MORTGAGORS WARRANT AND GUARANTEE THAT:

1. The Mortgagors shall not, at any time, remove or build any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, or which may be in need of repair, without notice, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof. (2) The Mortgagors shall not, at any time, remove or build any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, or which may be in need of repair, without notice, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof. (3) The Mortgagors shall not, at any time, remove or build any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, or which may be in need of repair, without notice, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof.

2. The Mortgagors shall pay when due 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 the Trustee or to holders of the Note duplicate receipts therefor. To prevent default hereunder the Mortgagors shall pay all such taxes and charges in the manner provided by statute, and tax or assessment which the Mortgagors may desire to contest.

3. The Mortgagors shall keep all buildings, equipment and fixtures constituting the Mortgaged Property in any part thereof insured against loss or damage by fire and lightning, and shall maintain such insurance in full force and effect at all times, and shall pay the cost of such insurance. The Mortgagors shall not, at any time, remove or build any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, or which may be in need of repair, without notice, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof. (3) The Mortgagors shall not, at any time, remove or build any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, or which may be in need of repair, without notice, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof.

4. The Mortgagors shall not, at any time, remove or build any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, or which may be in need of repair, without notice, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof. (3) The Mortgagors shall not, at any time, remove or build any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, or which may be in need of repair, without notice, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof.

5. The Trustee or the holder of the Note hereby is authorized to make any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented to the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, or charge thereon, and may, in addition, make any payment or perform any act which may be necessary to carry out the purposes of this Trust Deed.

6. The Mortgagors shall not, at any time, remove or build any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, or which may be in need of repair, without notice, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof. (3) The Mortgagors shall not, at any time, remove or build any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, or which may be in need of repair, without notice, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof.

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When the indebtedness to be secured shall hereinafter be advanced or otherwise, the holder of the Note or Trustee shall have the right to foreclose the same...

The proceeds of any foreclosing sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses...

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...

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 interposing...

Trustee or holder 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 see to the title, location, easements, or condition of the premises, nor shall Trustee be obliged to record this Trust Deed or to exercise any power...

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...

Trustee may be retained 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...

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

In order to provide for the payment of taxes, assessments and interest on premiums retained to be paid hereunder by Mortgagee, Mortgagee shall deposit with the holder of the Note...

And the said Bank & Trust Co. shall have and hold in Note or any interest therein, before or after maturity, and whether or not a default shall have occurred or exists...

All covenants, agreements, conditions, promises and undertakings in this Trust Deed contained, shall extend to and be binding upon Mortgagee and any and all persons claiming by, through or under Mortgagee...

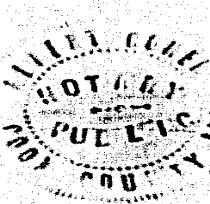
Except as herein expressly provided to the contrary, no remedy or right herein provided upon or conferred to the Trustee, or to the holder of the note hereby secured...

The validity of any one or more covenants, promises, clauses, sentences or paragraphs of this Trust Deed shall not affect the remaining portions of this Trust Deed...

That wherever the singular hereinafter appears, the plural as used herein, shall include the singular and vice versa. If more than one party execute this trust deed all provisions...

Witness my hand and seal of the said County of Cook and State of Illinois, this 14th day of July, 1922. Alyse P. Green (S.F.A.I.)

STATE OF ILLINOIS County of Cook



I, the undersigned a Notary Public in and for and residing in said County in the State of Illinois HEREBY CERTIFY THAT David Green and Alyse P. Green, his wife are personally known to me to be the same person...

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

DELIVER BY OLD ORCHARD BANK & TRUST CO. 1405 OLD ORCHARD ROAD SKOKIE, ILLINOIS 60076

The instrument Note mentioned in the with Trust Deed has been identified herewith under Identification No. 932 OLD ORCHARD BANK & TRUST CO. as Trustee BY Assistant Trust Officer