

UNOFFICIAL COPY

THIS INSTRUMENT
WAS PREPARED BY
ROBERT H. SHELL
50 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60690
TRUST DEED

24 054 884

THE ABOVE SPACE FOR RECORDERS USE ONLY

9/10/44 Unit 4 Deed

THIS INDENTURE, made AUGUST 4, 19 77, between
MICHAEL H. BRUNSWICK AND KRISTINE T. BRUNSWICK, HIS WIFE
, herein referred to as "Mortgagors," and
THE NORTHERN TRUST COMPANY,

12.00

an Illinois banking corporation located 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 holder being herein referred to as Holders of the Note) in the principal
sum of FIFTY-FIVE THOUSAND AND 00/100 (55,000.00)
Dollars, evidenced by one certain Instalment Note herein referred to as "Note" of the Mortgagors of even date
herewith, made payable to BEARER and delivered, and by which said Note the Mortgagors promise to pay the
said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at
the rate of 8.500% per annum in instalments as follows: (443.00)
FOUR HUNDRED FORTY-THREE AND 00/100 (443.00)
Dollars on the 1ST day of OCTOBER, 19 77 and (443.00)
FOUR HUNDRED FORTY-THREE AND 00/100
Dollars on the 1ST day of each month thereafter until said Note is fully paid, except that the final pay-
ment of principal and interest, if not sooner paid, shall be due on the 1ST day of SEPTEMBER, 2002.

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on
the unpaid principal balance and the remainder to principal and all of said principal and interest are to be made
payable at such banking house or trust company in the City of 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 The Northern Trust
Company 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 agreement 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:
SEE RIDER ATTACHED

LOT 27 IN KING'S ADDITION TO WILMETTE, BEING A SUBDIVISION OF
BLOCK 5 (EXCEPT LOTS 1, 2, 11, 19 AND 20) IN SPRINGER ADDITION
TO WILMETTE, A SUBDIVISION OF THE FRACTIONAL SOUTHEAST 1/4 OF
FRACTIONAL NORTHEAST 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 42
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO
ALL OF FISHER'S RESUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 5 IN
SPRINGER'S ADDITION AFORESAID EXCEPT SO MUCH OF SAID RESUB-
DIVISION AS IS INCLUDED WITHIN THE ORIGINAL LOTS 4, 5 AND 6
IN BLOCK 6 IN SAID SPRINGER'S ADDITION AND IN THE 33 FEET STRIP
WEST AND ADJOINING SAID LOTS 4 AND 5 IN COOK COUNTY, ILLINOIS.

Office
24 054 884

Property of Cook County Clerk's Office

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

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors 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, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, awnings, 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 upon 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.

It is Further Understood and Agreed That:

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 mechanics, 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, 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 or as authorized by the Holders of the Note; (6) make no material alterations to said premises except as required by law or 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, windstorm and such other hazards or contingencies as the Holders of the Note may require 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 with 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 loss, Trustee may, but need not, collect and receipt for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.

24-054-884

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TO 91 PNTI (8-75)



**PIONEER NATIONAL
TITLE INSURANCE**
A KODAK COMPANY

STATEMENT OF INFORMATION

TO: Pioneer National Title Insurance Company

Order No.

To expedite the completion of your escrow, please fill out and return this form at your earliest convenience. This information is for confidential use by Pioneer National Title Insurance Company in searching the land title records in connection with the order number shown above. Further explanation of the need for this information is printed on the reverse side of this form.

PERSONAL IDENTIFICATION

HER MICHAEL H. BRUNSWICK Year of Birth 1946
(FIRST NAME) (FULL MIDDLE NAME - IF NONE, INDICATE) (LAST NAME)

Business Phone 312-298-0300 Home Phone 312-751-0883 Birthplace EAST CHICAGO, IN.

Social Security No. 310-48-4353 I have lived continuously in the U.S.A. since BIRTH
(If married, complete the following)

Full name of Wife KRISTINE T. BRUNSWICK
(FIRST NAME) (FULL MIDDLE NAME - IF NONE, INDICATE) (LAST NAME)

HER EAST CHICAGO, IN Year of Birth 1948
HHS HHS

HER Social Security No. 313-52-8037 SHE has lived continuously in the U.S.A. since BIRTH
HHS HHS

We were married on AUGUST 22, 1970 at GRACE EPISCOPAL CHURCH, SOUTHGATE, MI.

Wife's maiden name KRISTINE T. MARKOVICH

RESIDENCES DURING PAST 10 YEARS

1000 N. MCGRAW #1805A CHICAGO, IL 5-1-72 7-1-77
NUMBER AND STREET CITY FROM (DATE) TO (DATE)

14536 NORTHLINE RD. SOUTHGATE, MI 10-1-69 5-3-72
NUMBER AND STREET CITY FROM (DATE) TO (DATE)

LELAND HOTEL DETROIT, MI 2-69 10-65
NUMBER AND STREET CITY FROM (DATE) TO (DATE)

OCCUPATIONS DURING PAST 10 YEARS

(Husband's) MCGRAW-EDISON ELGIN, IL.
FIRM NAME LOCATION

MGR DIV OF ROCKWELL INTERNAT'L CICERO, IL.
FIRM NAME LOCATION

LOWREY DIV OF NORLIN MUSCO CHICAGO, IL.
FIRM NAME LOCATION

(Wife's) U.S. RAILROAD RETIREMENT BOARD CHICAGO, IL
FIRM NAME LOCATION

BLUE CROSS/BLUE SHIELD CHICAGO, IL
FIRM NAME LOCATION

SOURCE E.D.P. CHICAGO, IL
FIRM NAME LOCATION

(If more space needed, use reverse side of form)

FORMER MARRIAGE(S), IF ANY

(If no former marriage or marriages, write "None" NONE Otherwise, please complete the following:)

Name of former wife _____

Deceased Divorced When _____ Where _____

Name of former husband _____

Deceased Divorced When _____ Where _____

(If more space needed, use reverse side of form)

The street address of the property in this transaction is: 1521 HIGHLAND AV., WILMETTE IL 60091

IMPROVEMENTS: SINGLE RESIDENCE MULTIPLE RESIDENCE COMMERCIAL
 OCCUPIED BY: OWNER LESSEE TENANTS
 ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION YES NO

Date August 8, 1977

Michael H. Brunswick SIGNATURE
 MICHAEL H. BRUNSWICK
Kristine T. Brunswick SIGNATURE
 KRISTINE T. BRUNSWICK
(If married, both husband and wife should sign)

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Property

HUSBAND'S OCCUPATIONS CONT'D:

UNION SPECIAL MACHINE CHICAGO, IL
MILWAUKEE STEEL DETROIT, MI
GREAT LAKES STEEL ECORSE, MI

THERE REALLY IS A REASON

We don't like to ask you to fill out this statement of information. We don't want you to think we are unnecessarily interested in your personal affairs. We are not. We have been asked to insure the title to real property in which you are interested, and if you will give us the information called for, it will help us do our job accurately and expedite the closing of your transaction.

This is a very populous state. Please think for a moment how many of those residents have the same or similar names. In searching the public records relating to your title we will probably encounter judgments, bankruptcies, divorces and income tax liens involving persons with names very similar to yours. Such items cloud the title until eliminated by personal identification information showing you are not the persons involved in these matters. Therefore, we need to know something about you - and something about your husband or wife, too, if you are married - so that we may eliminate reference to all matters not affecting the title to property you now own or may acquire.

By filling out this form in full, you are helping to make it possible for us to give you the prompt service we are sure you would like to receive.



WIFE'S OCCUPATIONS CONT'D:

R.G. HUDSON + CO. DETROIT, MI
WORLDBOOK DEARBORN, MI
E. CHICAGO SCHOOL SYSTEM E. CHICAGO, IN.

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4. In case Mortgages shall fail to perform any covenants herein contained, Trustee or the Holders of the Note may, but need not make any payment or perform any act hereinbefore required of Mortgages 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 foreclose from any tax or forfeiture 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 attorneys' 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 without notice and with interest thereon at the same rate of interest per annum as is provided for said principal indebtedness. Inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

5. 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. Mortgages 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 Mortgages, 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 Mortgages herein contained.

7. 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 all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Holders of the Note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, 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 and expenses 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 same rate of interest per annum as is provided for said principal indebtedness, when paid or incurred by Trustee or Holders of the Note in connection with (a) 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) preparations for 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 suit threatened or proceeding which might affect the premises or the security hereon, 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 proceedings, 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 surplus to Mortgages, 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 sale, without notice, without regard to the absence or insolvency of Mortgages 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 sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, 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 to 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. Upon partial or total condemnation of the premises and upon demand of the Holder of the Note, the Mortgagor shall pay over to the Holder all or such portion of the proceeds thereof as may be demanded by the Holder, and all such proceeds so paid over shall be applied upon the principal or accrued interest of the Note as may be elected by the Holder and without premium or penalty.

11. 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 intervening same in an action at law upon the note hereby secured.

12. 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.

13. 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, nor be 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 employees of Trustee, and it may require indemnities 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; an 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 an affidavit to Trustee the Note, representing that all indebtedness hereby secured 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 genuine Note hereby described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or 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; 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 as the genuine Note any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or 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 instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, Chicago Title and Trust Company, Chicago, Illinois, an Illinois corporation, shall be Successor in Trust, and in the event of its inability or refusal to act, the Illinois Recorder or Registrar of Titles 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 other lien holder may be or become superior to the lien hereof and which covers the same for the acts performed hereunder.

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

17. Without the prior written consent of the Holders of the Note, the Mortgagors shall not convey or encumber title to the Premises. The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

24 054 884

NOTARY PUBLIC, ILLINOIS
FILED FOR RECORD
Aug 11 3 04 PM '77

RECORDED OF DEEDS
24054884

STATE OF ILLINOIS
Notary Public
Michael H. Brunswick
[Seal]

STATE OF ILLINOIS
Notary Public
Kristine T. Brunswick
[Seal]

I, Leon R. Shure
a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT
County of Cook MICHAEL H. BRUNSWICK AND KRISTINE T. BRUNSWICK HIS WIFE
who ARE personally known to me to be the same person, S whose name S ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed and executed the same as their free and voluntary act, for the uses and purposes therein expressed, and that they are the same persons as the persons named in the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this Eighth day of August 1917

Leon R. Shure
Notary Public

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 instalment Note mentioned in the within copy has been identified herewith under Identification No. 324448
THE NORTHERN TRUST COMPANY, as Trustee,
by Richard Waldock
Second Vice-President
Assistant Secretary

D NAME THE NORTHERN TRUST COMPANY
E STREET ATTN: JAMES H. HUBER
L STREET
I CITY 50 SOUTH LASALLE STREET
V CITY CHICAGO, ILLINOIS 60690
E R OR
R Y INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 980

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1521 HIGHLAND
WILMETTE, ILLINOIS 60091

END OF RECORDED DOCUMENT