

# UNOFFICIAL COPY

## TRUST DEED

This instrument was prepared by  
C. Walsh, 1250 Shermer Rd.  
Northbrook, IL.

ILLINOIS  
RECORDS

SEP 21 11 11 AM '77

24 115 449

*Handwritten signature*

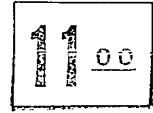
RECORDER OF DEEDS

\*24115449

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 15, 1977, between

PHILIP STOLLER & THELMA STOLLER, his wife.



herein referred to as "Mortgagors," and  
NORTHBROOK TRUST & SAVINGS BANK,

an Illinois corporation doing business in Northbrook, 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

FORTY-SEVEN THOUSAND AND NO/100\*\*\*\*\*

Dollars.

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHBROOK TRUST & SAVINGS BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from

After Date on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum in instalments as follows: THREE HUNDRED SEVENTY-EIGHT & 46/100\*\*

Dollars on the 10th day of December 1977 and THREE HUNDRED SEVENTY-EIGHT & 46/100

Dollars on the 10th 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 10th day of November 2002

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal bal-  
ance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the  
rate of ten per cent per annum, and all of said principal and interest being made payable at such banking house or trust company  
in Cook County, 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 NORTHBROOK TRUST & SAVINGS BANK in Northbrook, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provi-  
sions 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 Village of Northbrook COUNTY OF Cook AND STATE OF ILLINOIS,  
to wit:

Lot 4 in Block 11 in Villas West Subdivision, being a Subdivision  
in the North Half of Section 21, Township 42 North, Range 12, East of  
the Third Principal Meridian, except therefrom the Westerly 129.74  
feet (measured at right angles) according to the plat thereof re-  
corded in the Office of the Recorder of Deeds of Cook County, Illinois  
on September 2, 1976, as Document No. 23622587.

Mortgagor also grants to Mortgagee, its successors and assigns, as  
rights appurtenant to the above described real estate, the rights  
and easements for the benefit of said property set forth in the  
Salceda Manor Declaration of Covenants, Conditions, Restrictions,  
and Easements made by American National Bank and Trust Company of  
Chicago, A National Banking Association, as Trustee under Trust  
Agreement dated February 9, 1973 and known as Trust No. 77545, re-  
corded in the Office of the Recorder of Deeds of Cook County, Illinois  
on October 8, 1976, as Document No. 23667570, as amended from time  
to time, and Mortgagor reserves to itself, its successors and  
assigns, the rights and easements set forth in said Declaration  
for the benefit of the remaining property described therein.

This Mortgage is subject to all rights, easements, conditions,  
covenants and reservations contained in said Declaration the same  
as though the provisions of said Declaration were recited and  
stipulated at length herein.

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Recorder's Office

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Property of Cook County Clerk's Office

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

TOGETHER with all 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, or to producing water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) awnings, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on 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.

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 hands and seals of Mortgagors the day and year first above written.

Philip Stoller [SEAL] Thelma Stoller [SEAL]  
Philip Stoller [SEAL] Thelma Stoller [SEAL]

STATE OF ILLINOIS

County of Cook

I, Christina M. Pike

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Philip Stoller & Thelma Stoller, his wife,

who are personally known to me to be the same persons, whose name s 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 September, A. D. 1977  
Christina M. Pike  
Notary Public.

24 115 469

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 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 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 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 windstorm 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.
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 unsecured debts, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting 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 rate of seven per cent per annum. In action 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 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 officer 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 thereof.
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 shall, without limitation, be deemed to be 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 Mortgagors 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 the additional indebtedness in the above for sale all costs 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, copy of documentary and other evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be extended after entry of a decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and information 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 holders of the note any title 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 rate of seven per cent per annum, 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, defendant 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 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, an amount 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 debts 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 then due or unpaid on the note; fourth, any surplus 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 sale, without regard to the interest or in absence of Mortgagors 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 hereof 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 to lease of a sale and a deficiency, during the full statutory period of redemption, whether there is redemption or not, as well as during any other time when a receiver is appointed for the foreclosure of such receiver, could be entitled to collect such rents, issues and profits and all other proceeds which may be received or are used 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: (a) The indebtedness secured hereby, or (b) 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; (c) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party defending same in an action at law upon the note hereby secured.
11. 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.
12. 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 execute any power herein given unless 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 its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
13. 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 in trust to and at the request of any person who shall, either before or after maturity of the note, produce and exhibit to Trustee the note, provided that if indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. When a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein 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 person herein designated as the maker thereof; and where the release is requested of the original trustee and it has never executed a certificate of any instrument identifying some of the note described herein, it may accept as the genuine 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 person herein designated as maker thereof.
14. Trustee may resign by instrument in writing filed in the office of the Trustee 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, an agent or Registrar of Titles 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 authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
15. 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.
16. The Installment Note hereby secured is subject to payment in the manner and upon the conditions set forth in said note.

17. That, if there shall be any change in the ownership of the premises covered hereby without the consent of the mortgagor, the entire principal and all accrued interest shall become due and payable at the election of the mortgagee, and foreclosure proceedings may be instituted thereon.

18. The mortgagee hereby reserves the right and the mortgagor on its or their behalf and on behalf of its or their assignees agree that the mortgagee may charge the minimum sum of \$25.00 for the preparation and execution of a release of the within mortgage and the assignment of rents

**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 Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 1100

**NORTHBROOK TRUST & SAVINGS BANK** as Trustee.

by Charles M. Thiel Vice President

D NAME E STREET I CITY V L R INSTRUCTIONS Y OR	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
RECORDER'S OFFICE BOX NUMBER	

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