

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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RECORDED OF DEEDS

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OCT 18 12 55 PM '77

TRUST DEED

THIS INSTRUMENT, Made: AUGUST 10, 19 77, between  
HAROLD R. SALISBURY AND SHIRLEY W. SALISBURY, HIS WIFE  
referred to as "Mortgagors") and Harris Trust and Savings Bank, an Illinois banking corporation, having its principal office in the  
City of Chicago, Illinois (herein referred to as "Trustee").

WITNESSETH:

THAT WHEREAS, the Mortgagors are duly entitled to the legal title or holders of the installment Note described said legal title  
is hereby being referred to as "Mortgagors") in the principal sum of  
NINETY EIGHT THOUSAND AND NO/100 Dollars (\$ 98,000.00 )

by use certain installment Note of the Mortgagors of even date herewith, made payable to BEAHLER and delivered, in and by which said Note the  
Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid (thereof) at the rate  
provided in said Note in EQUAL monthly installments with the final payment of principal and interest, if not sooner paid, due on the FIRST  
day of NOVEMBER 2002 (said installment Note and any and all extensions or renewals thereof and any notes issued in  
replacement or substitution thereof being herein referred to as the "Note").

NOW, THEREFORE, the Mortgagors to secure the payment of the principal of and interest on the Note in accordance with the terms and provisions  
hereof, and the observance and performance of the covenants and agreements herein contained and the other obligations which this Trust Deed by  
its terms secures, and also in consideration of the sum of Ten Dollars 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  
Cook County  
and State of Illinois, to wit:

LEGAL DESCRIPTION ATTACHED.

Unit No. 2-B as delineated on sheet 3 of survey  
of twelve parcels (respectively described on sheets 2 through  
9 of said survey and collectively referred to herein as the  
"Parcel") of part of Lots 1, 2 and 3 of County Clerk's Division  
of Section 18, Township 42 North, Range 12 East of the Third  
Principal Meridian, in Cook County, Illinois, which survey is  
attached as Exhibit "A" to Declaration of Condominium made by  
LaSalle National Bank a National Banking Association, as  
Trustee under Trust Agreement dated December 3, 1971 and known  
as Trust No. 43413 recorded in the Office of the Recorder of  
Deeds of Cook County, Illinois as Document No. 23838185;  
together with an undivided 3.4372 % interest in said Parcel,  
(excepting from said Parcel all the property and space  
comprising all the units thereof as defined and set forth in  
said Declaration and survey).

Also together with an easement for parking purposes in and to  
space number G3-3 and G3-4 as defined and set forth  
in said Declaration and survey.

Mortgagor also hereby grants to mortgagee, their successors  
and assigns, as rights and easements appurtenant to the above-  
described real estate, the rights and easements for the benefit  
of said property set forth in the aforementioned Declaration of  
Condominium and in the Declaration of Easements, Covenants and  
Restrictions recorded as Document No. 22431171

This mortgage is subject to all rights, easements, restrictions,  
conditions, covenants and reservations contained in the  
aforementioned Declaration of Condominium, in the aforementioned  
Declaration of Easements, Covenants and Restrictions, and in a  
Restrictive Covenant and Amendment thereto recorded as Document  
Nos. 21845626 and 22401402, the same as though the provisions of  
said documents were recited and stipulated at length herein.

(14) 477624 - 65-75-0446 J.F.

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Property of Cook County

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

TOGETHER with all buildings, improvements, furnishings, easements, appurtenances and appurtenances at any time belonging thereto and all rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereto (which are pledged primarily and on a parity with the said real estate as security for the payment of the indebtedness secured hereby and not secondarily) and, without limiting the generality of the foregoing, all apparatus and equipment of every kind now or hereafter installed or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation; and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks 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 Mortgages or their successors or assigns shall be considered as constituting a 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 vest 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 rights and benefits the Mortgages do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and pay from charges, encumbrances, mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises, and upon request exhibit satisfactory evidence of the discharge of same to Trustee or to Noteholder; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) without prior written consent of Noteholders not make any material alteration in said premises except as required by law or municipal ordinance; and (g) promptly notify Trustee of any damage or destruction to the premises, of any pending or threatened proceeding for the taking by eminent domain or otherwise of any part thereof, of any notice from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement or of any other event or condition which might impair the value of the premises or its use for its intended purpose.

2. Mortgages 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 Noteholder duplicate receipts therefor. To prevent default hereunder, Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, flood, theft and the extent insurance hereof to be obtained and such other hazards or contingencies as Noteholder may require. 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 reasonably satisfactory to Noteholder, under insurance policies payable, in case of loss or damage, to the benefit of Noteholder (such rights to be evidenced by the standard noncontributory mortgage clause to be attached to each policy) and providing that the same may not be cancelled except upon 10 days' prior written notice to Trustee and shall deliver all policies, including additional and renewal policies, to Noteholder, and in case of insurance about to expire, shall deliver renewal policies not less than 30 days prior to the respective dates of expiration. To the extent permitted by law, Trustee may, at the sole discretion of Noteholder, either apply any insurance proceeds as of any time coming into its hands to the reduction of the indebtedness hereby secured or may release same for the restoration of improvements damaged or destroyed on such terms as it shall elect, provided that if it shall elect to apply same to the reduction of the indebtedness hereby secured, Mortgages shall be relieved of any duty to restore the damage in respect of which such insurance proceeds were so applied. Mortgages hereby irrevocably constitute and appoint Trustee their true and lawful attorney in fact to enforce the terms of Mortgages in any commercial paper evidencing any insurance proceeds.

4. In case Mortgages shall fail to perform any covenants herein contained, Trustee or Noteholder may, but need not, make any payment or perform any act herein 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 satisfy any tax sale or forfeiture affecting said premises, and any other moneys advanced by Trustee or Noteholder and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or Noteholder to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become a part of the principal amount of the indebtedness secured hereby and shall bear interest thereon at the rate of 12% per annum. Trustee or Noteholder shall be subordinated to all rights, claims and liens of any party whose debt is discharged pursuant to this Section 4. Inaction of Trustee or Noteholder shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages. Trustee or Noteholder in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, claim, forfeiture, tax lien or title or claim thereon.

5. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the Note. At the option of Noteholder 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) in the case of default for 10 days in making payment of any installment of principal or interest on the Note or in making payment of any other sum due hereunder, or (b) in case the undersigned shall, without the prior written consent of Noteholder, sell, assign, transfer or lease (for a term of more than 1 year, including as part of such term the period of any renewal terms (whether mandatory or optional) which are provided for in any lease) the real estate subject hereto, or any portion thereof or other agreement of the Mortgages herein contained, or (c) Mortgages abandon the premises, or (d) Mortgages, or any of them, or any guarantor of the indebtedness hereby secured shall die or become bankrupt or insolvent or proceedings under any bankruptcy, insolvency, arrangement or other proceedings shall be commenced to foreclose or otherwise realize upon any lien, charge or encumbrance on the premises or any part thereof.

THIS INSTRUMENT PREPARED BY MARIE LANGSTON

Harris Trust and Savings Bank  
11 West Monroe Street  
Chicago, Illinois 60660

K-3136 (REV. 6/78)

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# UNOFFICIAL COPY

6. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Noteholder or Trustee shall have the right to enforce the lien hereon. In any suit to enforce the lien hereon, the Note and this Trust Deed shall be introduced as additional evidence in the case. Noteholder or Trustee shall have the right to introduce the best evidence which may be available, including but not limited to, affidavits, depositions, interrogatories, answers, admissions, and other evidence, and shall be entitled to the benefit of the presumption that the contents of the Note and this Trust Deed are true and correct. Noteholder or Trustee shall be entitled to the benefit of the presumption that the contents of the Note and this Trust Deed are true and correct. Noteholder or Trustee shall be entitled to the benefit of the presumption that the contents of the Note and this Trust Deed are true and correct. Noteholder or Trustee shall be entitled to the benefit of the presumption that the contents of the Note and this Trust Deed are true and correct.

7. 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 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 Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

8. 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 solvency or insolvency of Mortgagee at the time of the filing of such bill, and without regard to the lien value of the premises or whether the same shall be then occupied as a residential 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 time which Mortgagee, 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 time of the pendency of such foreclosure suit, and 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 (including 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.

9. As further security for the indebtedness hereby secured, Mortgagee hereby assign to Trustee for the benefit of Noteholder any and all awards and claims made for the taking (whether permanent or temporary) by condemnation, eminent domain or otherwise of all or any part of the premises or any rights, interests or privileges appurtenant thereto, together with the right (but not the duty) to collect, receive, receipt for, compromise and defend such awards and to endorse the name of Mortgagee on any commercial paper given in payment thereof. Unless Noteholder shall otherwise agree, the proceeds of all such awards shall be applied to the reduction of the indebtedness hereby secured.

10. Noteholder, 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 asserting the same in an action at law upon the Note.

11. Trustee or Noteholder 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 obliged to record this Trust Deed or to exercise 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 the 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 hereof 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 exhibit 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 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 has been executed by the person herein designated as maker thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying sale as the Note described herein, it may accept as the genuine Note 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.

14. 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, disability or refusal to act of Trustee, then Noteholder may appoint a successor Trustee by filing an appropriate notice of appointment in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall bind and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons, jointly and severally.

16. If Noteholder shall at any time so require, Mortgagee shall on each monthly payment date deposit with Noteholder or any party designated by Noteholder 1/12 of the amount reasonably estimated by Noteholder from time to time as necessary to pay the taxes, assessments and insurance premiums to be paid by Mortgagee hereunder as and when the same become due, provided that the first such deposit shall be in an amount which, when taken together with the installments to be received prior to such due date, will pay the amount then due. Whenever Noteholder reasonably believes that the amount of deposit is insufficient to insure payment of such amounts, Mortgagee shall upon demand deposit the amount of such deficiency. Nothing herein contained shall relieve Mortgagee from the obligation to pay all taxes, assessments and insurance premiums in accordance with the terms hereof or to commit or obligate Noteholder to pay such amounts and the obligation of Noteholder hereunder shall be to apply amounts deposited hereunder to payment of the liability in respect of such amounts. All monies deposited hereunder shall be held without interest, provided that in lieu of making the deposits required hereunder with respect to taxes and assessments Mortgagee may, if the premises consist of a single-family owner occupied residence, instead pledge an interest bearing savings account with Noteholder which shall at all times contain an amount equal to Noteholder's reasonable estimate of the taxes and assessments due with respect to the premises during the next 12 months. In case of default in payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagee hereunder, Noteholder may apply any and all sums then on deposit on account of the indebtedness secured hereby.

17. Harris Trust and Savings Bank, individually, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occurred or exists, and said Bank as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to all the same security and to all the same rights and remedies as are herein granted to the holder of the Note with like effect as if said Bank were not the Trustee under this Trust Deed. No merger of the Note with the Trust Deed as Trustee hereunder shall ever be deemed to have occurred or happened. Any actions or remedies provided in this Trust Deed to be taken by the Trustee or Noteholder may be taken jointly by the Trustee and Noteholder.

Witnesseth the hand(s) and seal(s) of Mortgagee the day and year first above written.

*Harold R. Salisbury*  
 HAROLD R. SALISBURY (SEAL)  
*Shirley W. Salisbury*  
 SHIRLEY W. SALISBURY (SEAL)

STATE OF ILLINOIS  
 COUNTY OF COOK

I, *Muriel Kuchner*, a Notary Public, do hereby certify that **HAROLD R. SALISBURY AND SHIRLEY W. SALISBURY, HIS WIFE**

who ARE personally known to me to be the persons whose names ARE subscribed to the foregoing instrument, and before me this day in person and acknowledged that they executed and delivered the said instrument as THEIR own act and deed for the uses and purposes therein set forth, including the right of homestead.

GIVEN under my hand and Notarial Seal  
*Muriel Kuchner*  
 Muriel Kuchner  
 Notary Public  
 My Commission Expires: November 3, 1926



Mail to  
 Box 526  
 REAL ESTATE LOAN DEPARTMENT  
 HARRIS TRUST AND SAVINGS BANK  
 111 WEST MONROE STREET  
 CHICAGO, ILLINOIS 60690

**IMPORTANT**  
 FOR BOTH THE PROTECTION OF THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE JUSTICE CLERK HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The installment Note mentioned in the within M1395 identified herewith under identification No. **M1395**  
 HARRIS TRUST AND SAVINGS BANK,  
 as Trustee,  
 By *Muriel Kuchner*  
 Mortgage Loan Officer

RECORDED DOCUMENT