



TRUST DEED

25529157

THE ABOVE SPACE FOR RECORDERS USE ONLY

JUL 28 '80 67 15-9-23

THIS INDENTURE, made July 22 19 80 between MARVIN DANIELS, JR. AND SUSAN DANIELS, HIS WIFE

herein referred to as "Mortgagors" and THE WILMETTE BANK, an Illinois banking corporation located in Wilmette, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS, the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note herein after described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of FIFTY THOUSAND AND NO/100**

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, in 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 11.5% per annum in instalments as follows:

FOUR HUNDRED NINETY-SEVEN AND 50/100**

Dollars on the first day of October 19 80 and

FOUR HUNDRED NINETY-SEVEN AND 50/100**

Dollars on the first day of each month thereafter until said Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of September, 2009

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 Wilmette, 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 Wilmette Bank 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 herein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 14 IN BLOCK 12 IN GREENLEAF AND MORSE'S SUBDIVISION OF BLOCKS 12, 13, 15 AND 16, 19 AND 21 IN VILLAGE OF WILMETTE, IN COOK COUNTY, ILLINOIS.**

72-13



This Instrument prepared by

J. H. Steuter The Wilmette Bank Wilmette, Ill. 60091

COOK COUNTY, ILLINOIS FILED FOR RECORD

Sidney A. Olson RECORDER OF DEEDS

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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 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 building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, maintain, water, and fire loss maintenance, or other loss or claims for loss not expressly enumerated in the Note; (3) pay when due any indebtedness which may be incurred 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 or as authorized by the Holders of the Note.
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, windstorms and such other hazards or contingencies as the Holders of the Note may require under policies providing for payment by the insurance companies of money collectible other than to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the requirements of the Holders of the Note, under insurance policies provided, 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 renewed policies, to Holders of the Note, and in case of insurance about to expire, shall deliver renewed policies not less than ten days prior to the expiration date 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.

