



TRUST DEED

25533112

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 25, 1980, between RICHARD C. NOVAK AND MYRLE P. NOVAK, 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 principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

THIRTY THOUSAND AND NO/100** DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on August 1, 1981 with interest thereon from August 1, 1980 until maturity at the rate of 12.0 per cent per annum, payable xxxxxxxxxx on the 1st day of August, 1981 xxxxxxxxxxxxxxxxxxxx all of said principal and interest bearing interest after maturity at the then current rate per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 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 Wilmette COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 6 IN BLOCK 8 IN DINGEE AND MC DANIEL'S RESUBDIVISION OF BLOCKS 3, 6, 9 AND 10, THE SOUTH HALF OF BLOCK 8 AND LOTS 5 AND 6 IN BLOCK 5, IN THE VILLAGE OF WILMETTE IN COOK COUNTY, ILLINOIS.**

COOK COUNTY, ILLINOIS FILED FOR RECORD

1980 JUL 31 PM 2:16

Sidney A. Olson

RECORDER OF DEEDS

25533112

This Instrument prepared by

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



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 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 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, 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 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. 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.

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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... 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.

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Witness the hand... of Mortgages the day and year first above written.

RICHARD C. NOVAK MYRTLE P. NOVAK

STATE OF ILLINOIS JANET T. STREETER a Notary Public, and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook RICHARD C. NOVAK and MYRTLE P. NOVAK, HIS WIFE

who are personally known to me to be the same person as whose name is 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 use and purposes therein set forth, including the release and waiver of the right of homestead... 29th July 1980 Janet T. Streeter 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 WILMETTE BANK, as Trustee. BY Madred W. Smith Vice President Secretary

D NAME THE WILMETTE BANK DEL STREET 1200 CENTRAL AVE. CITY WILMETTE, IL 60091 OR BOX 533 R Y INSTRUCTIONS RECORDER'S BOX OFFICE NUMBER 414 PRAIRIE AVE., WILMETTE, IL 60091