TRUST DEED

25533112

THE ABOVE SPACE FOR RECORDERS USE ON

THIS INDEXTURE, made

RICHARD C NOVAK AND MYRTLE 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, WHEREAL the Mortgagors are justly indebed to the legal helder 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 - NO 10/100**

evidenced by one certain Princip and Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

said principal and interest being made payable it such banking house or trust company in Wilmette

the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the office of

TIE VILMETTE BANK

NOW, THEREFORE, the Mortgagors to secure the polymer of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performan e 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 printing the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, first successors and assigns, the following a exembed Real Estate and all of their estate, right, title and interest therein, situate, bring and being in the

Village of Williette

COUNTY OF COOK AND STATE OF ILLINOIS,

LOT 6 IN BLOCK 8 IN DINGEE AND MC DANIEL'S RESUBLIVISION OF BLOCKS 3, 6, 9 AND 10, THE SOUTH HALF OF BLOCK 8 AND LOTS 5 AND 6 IN 2000, 5, IN THE VILLAGE OF WILMETTE IN COOK COUNTY, ILLINOIS.**

COOK COUNTY, ILLINOIS FILED FOR RECORD

1989 JUL 31 PH 2: 16

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The Wilmette Bark Wilmette, III. 60051

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

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto FIGETHER 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:

UNOFFICIAL COPY

4. In case Mortgagors shall fail to perfore, any coverants herein contained, Trustee or quired of Mortgagors in any form and movest expectent, and may, but need not, mall	the Holders of the Note may, but need not make any payment to perform any act hereinbefore greater full or partial payments of performance of any and much as the full or partial payments of any and much as the
dustharge, congruence or settle any tax here of action provides or title or claim thereof, or rede manages and for any of the purposes berein sutherstred and all expenses paid or incurred in Holders of the note to protect the non-typical permises and the best hereof, plus reasonable on shall be a much additional indebtectors secured bereiny and shall become immediately dis-	the Holdern of the Molecular, but, used not make any payment or perform any act hereinheider are full objecting psychologically defined and meteoral on price encumbrances, if any, and purchased with flowing and promises or contest any tax or assessment. All important therewith, including atterneys feen, and any other moneys advanced by Truster or the approximation to Truster for each matter currenting which actions herein authorized may be taken, and paylable will host motive and with interest thereon at the same rate of interest per amount as is becomes from any default hereunder on a significant contest of the considered as a wayter of any right activing to them on account of any default hereunder on
	the considered as a waiter of any right accruing to them on account of any default hereunder on borized relating to taxes or assessments, may do so according to any bill, statement or entities sense or account of any bill, statement or entitle or into the validity of any tax, assessment, sale, forfeiture, tax lies or title or
	interest, when due accurding to the terms hereof. At the options of the Holders of the Note, and the standing anything in the Note or in this Trust Deed to the contrary, become due and payable ast on the Note, or in when default shall occur and continue for three days in the performance of
and to core to the left for the Note for attorney a few random to assume a secutions into northern as a first the or the Note for attorney is feet, frontee a feet, appraiser a feet, outlays for may be estimated as to items to be expended after entry of the decree of procuring all such similar data and assumences with respect to title as Trustee or Holders of the Note they weren to	schemics, Holden of the Note or Trustee shall have the right to force less the lien hereof. In any to the decree for sale all as predictions and a provess which may be paid incurred by or on behalf decrementary, and a sport evidence, alongraphers charme, publication incurred by the sale incurred to of Utile, title searches and examinations, guarantee policies. To Greens certificates, and he reasonably necessary either to prosecute such suit or to evidence to hidden at any sale which All Expenditures and expenses of the nature in this paragraph mentioned shall become so much
may be and purement to men acree the time condition of the time for the properties, additional indebtedness socured hereby and immediate "Jose war "Jay able, with interest thereor or incurred by Trustee or Holders of the Note in conjuction with his any proceeding, including p claimant or defendant, by Lacroer (Jiha 1001), the 1001 Level or any Indebtedness hereby secured; or the right to foreclose whether or not actually commenced; or (c) preparations for the defense of any time statistics of the defense of the proceeding the commenced.	robute and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff,
8. The proceeds of any foreclosure sale of the premises shall be distributed and applies foreclosure proceed to including all such items as are mentioned in the preceding part graph in disonal to that ev' ence: by the Note, with interest thereon as herein provided; third, all principles are presented to the processing as a their rights may appear. 1 [Incomparison of the principle of the principle of the process the Total the principle of the principle	
9. Upon, or at any time after the filing of a bill to forcelose this Trust Deed, the court in either before or after at, "tithout notice, without regard to the solvency or lindviency of Mort premises or whether it," same shall be then occupied as a homesteed or not and the Trustee her sames and profits of said; or mi. a during the pendency of such forcelosure mit and, in case of a or not, as well as during a y fur her times when Mortgagors, except for the intervention of such may be necessary or are in all "y" to tasse for the protection, posteroison, control, management sutherize the receiver to apply "y" the net income in his hands in payment in whole or in part of: "any to be a common superior to the lien hereof or of such designed efficiency."	which such such states may appoint a neceiver of said premises, such appointment may be made appropriate the time of application for such receiver and without regard to the them value of the reunder may be appointed as such receiver. Such receiver shall have power to collect the rents, also and deficiency, during the full attatutory period of redemption, whether there by redemption also and deficiency, during the full attatutory period of redemption, whether there by redemption also and deficiency during the full attatutory period of redemption. The four from time to time may full the individual period of the full attatutory of the such gardens forceforing this Trust Deed, or any tan, ecros, provided a _CA application to made prior to foreclosure sale; (3) the deficiency in case of a
10. Upon partial or total cor is no tion of the premises and upon demand of the Holds thereof as may be demanded by the total, and all such proceeds so paid over shall be applied a premism or preasity.	er of the Note, the Mortgagor shall pay, over to the Holder all or such portion of the proceeds upon the Principal or actrued interest of the Note as may be elected by the Holder and without to any defense which would not be good and available to the party interposing same in an action
at law upon the note hereby secured. 12. Trustee or the Holders of the Note at all to we the right to inspect the premises at a linear trustee has no duty to examine the house location existence or condition of the open	all reasonable times and access thereto shall be permitted for that purpose.
given unless expressly obligated by the terms hereof, no "likble for any acts or ordissions temployees of Trustee, and it may require indemnities * dat to yo to it before servicing any 14. Trustee shall release this Trust Deed and the lief to do by proper instrument upone the high dat and Trustee may execute and deliver a real	
14. Trustee shall release this Trust Deed and the lier 15 out by proper instrument upon been shall peids and Trustee may execute and deliver a record of the one at the request of an Note, as second or the second of the second	usiee may accept as true without inquiry. Where a release is requested of a successor trustee, retilicate of identification purporting to be executed by a prior trustee hereunder or which con- executed by the persons herein designated as the makers therrof; and where the release is re- ing same as the Note described herein, is may accept as the genuine Note herein described any not of the Note and which properts to big secured by the persons herein designated as makers
thersof. 15. Trustee may resign by instrument in writing filed in the office of the incorder or Region, inshility or refusal to act of Trustee, Chicago Title and Trust Compe or, Chicago, Illinois, effusal to act, the then Recorder of Deeds of the country in which the premiss. or and the data and actionity as are herein given Trustee, and any Trustee or successor shall is entitled on results. This Trust Deed and all provisions hereof, shall extend to and be bind. or a Morts been used herein shall inchois all such persons and all persons liable for the payment of the most been used herein shall inchois all such persons and all persons liable for the payment of the most been used herein shall inchois all such persons and all persons liable for the payment of the most been used herein shall inchois all such persons and all persons liable for the payment of the most been used herein shall inchois all such persons and all persons liable for the payment. The most been used herein shall inchois all such persons and all persons liable for the payment. The most been used herein shall inchois all such persons and all persons liable for the payment. The most been used herein shall inchois all such persons and all persons liable for the payment. The most been used herein shall inchois all such persons and all persons liable for the payment.	•
16. This Trust Deed and all provisions bereof, shall extend to and be bind. an a Morty then used herein shall include all such persons and all persons liable for the payment of the payme	ragors and shall persons claiming under or through Mortgagors, and the word "Mortgagors" stedness or any part thereof, whether or not such persons shall have executed the Note or this
17. Willout the prior written consent of the Holders of the Nota, the Mortgagor, shall or provided in the Nota for breach of this convenant, and no delay in such election after actual or paveyence or encumbrance.	very or encumber title to the Premises. The Holders of the Note may elect to accelerate as mattru-live notice of such breach shall be construed as a waiver of or acquiescence in any such
18. Before releasing this trust deed, Trustee or successor shall receive for its services a feature shall be entitled to reasonable compensation for any other act or service performed under a full library shall be applicable to this trust deed.	so as determined by its rate schedule in effect when the release doed is issued. Trustee or suc- ing providing of this trust deed. The privisions of the "Trust And Trustees Act" of the State
	7)*
Witness has harpf and spfl	en.
RIPHARTIC NOVAL MOUNT	MYRTLE P. NOVAK Deall -
(seal)	[seal]
 a Notary Public Ir and for and residing in said (STREETER County in the State aforesaid, DO HEFEBY CERTIFY THAT IVRTLE P. NOVAK, HIS WIFE
who are personally known to me to be the same per	son S whose name S are substribed to the oregoing In-
strument, appeared before me this day in person and acknowled	edged that signed, sealed and deliv re'l is free and voluntary act, for the use and purposes therein set forth, including the
GIVEN to der my hand a Notarial Seal this	29th July 10.19 80
) and Direction
	nstabount Note mentioned in the with the property had been identified betreath
IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTER NAMED HEREIN BEFORE THE TRUST DEED IS FILED BY BECORD.	Medrid Domets
THE LITE METTE, DANK	
D NAME THE WILMETTE BANK	
I CITY 1	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY BERE
E WILMEITE, IL 60097	414 PRAIRIE AVE. WILMETTE, IL 6009
Y SNOITHBURNE Y SNOITHBURNE Y STATE OF THE S	,