## **UNOFFICIAL COPY**

TRUST DEED

25542200 THE ABOVE SPACE FOR RECORDER'S USE ONLY THIS INDENTURE, made 19.80 , between July 29. Julius M. Pothschild and Barbara H. Rothschild, his wife herein referred to as "Mortgagors," and NORTHWEST COMMERCE BANK an Illinois corporation doi g business in Rosemont. Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the of an agers are justly indebted to the legal holder or holders of the Instalment Note hereinafter described. said legal holder or hold as bone herein referred to as Holders of the Note, in the principal sum of Fifteen Thousand Dollars and 00/100evidenced by one certain Installant . One of the Mortgagors of even date herewith, made payable to NORTHWEST COMMERCE and delivered, in 2 to by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of BANK date 11.00 per cent per annum in instalments as follows: Both Principal and Interest on demand. thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shill be due on and demand both principal and interest. All such payments on account of the indebtedness evice. et a said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 11.00per cent per annum, and all of said principal and inte est being made payable at such banking house or trust company in Cook County, Illinois, as the holders of the note may, from the training then at the office of NORTHWEST COMMERCE BANK in Rosemont, II appoint, and in absence of such appointment, then at the office of in Rosemont, Illinois oal sur of toney and said in NOW, THEREPORE, the Mortgagors to secure the payment of the said princis and limitations of this trust deed, and the performance of the covenants an in consideration of the sum of One Dollar in hand paid, the receipt whereof o the Trustee, its successors and assigns, the following described Real Estate to us one covenants and age ments herein contained, by the receipt whereof is he by sets owledged, do by the described Real Estate and a lof their estate, right, title being in the to wit: COUNTY OF AND STATE OF ILLINOIS. City of Des Plaines Co ok The West 's of Lot 72 in West Oaks Subdivision Unit 1, bein, Subdivision in Section 15, Township 41 North, Range 12 East of the Third Principal Mer.di in in Cook County, Illinois This document was prepared by Jane M. Lohrmann at Northwest Commerce Bank, 97°, W. H. Rosemont, II. / 1018 >7° / ₩. Higgins Rd which, with the property hereinafter described, is referred to he to TOGETHER with all improvements, tenements, ensement of the property of th forever, for the purposes, and upon the uses and trusts here-Laws of the State of Illinois, which said rights and benefits 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 Witness the hand\_S\_ and seal\_S\_ of Mortgagors the day and year first above Julius M. Rothschild [SEAL] Barbara H. Rothschild STATE OF ILLINOIS undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Julius M., Rothschild and Barbara H., Rothschild, his wife their said Instrument sa their lesse and waiver of the right of hom GIVEN under my hand and Notarial Se

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Morganers shall (1) promptly repair, reture or rebuild any buildings or langurements now or hereafter on the premises which may become damaged or be destroyed; (2) keep and precedised in good condition and result, without waste, and free from mechanics or other tiens 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 into Trustees or to holders of the note; (4) compile within a reasonable time any building or buildings how or at any time in process of erection upon said premises; (5) compily with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material attentions in said premises, except as required by law or

2. Morganors shall pay before any penalty attaches all general taxes, and shall pay special taxes, apocial assessments, water charges, sever severies charges, and other charges und other charges under one of the premises when due, and shall, upon written recuest. Currisb to Trustee or to holders of the note duplicator 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. Mortisagors 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 repiging or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the other to not, 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 satisfached of the note, and in case of insurance about to expire, shall despect serves all of the standard of the note, and in case of insurance about to expire, shall de-

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any ant hereinhelders exculted of the region of the properties of the propertie

5. The Truste or L + 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 a man procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, saxame. sax, part case, forfeiture, tax lien or title or claim thereof.

6. Mortgagurs shall by each liem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the n.e. and without notice to Mortgagors, all unpubli indebtedness secure by this Treat Deed . the stray, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the nuce, or the who default shall occur and continue for there days in the portramance of any other agreement of the Mortgagors herein

7. When the Indebted 1 by 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 a f su 1 to foreclose the lien hereof, there final by allowed and citized as a sidelitional indebtedness in the decree for sake all expenditures and expenses who my be paid or incorrectly the sake all expenses who may be paid or incorrectly the sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake of sake all expenses and expenses of the sake all expenses and expenses and

8. The proceeds of any forerlosure sale of the process shall be distributed and applied in the following order of priority: First on account of all costs and expenses incident to the forerlosure proceding, including all such items as are mentioned in the proceding paragraph hereof; seroud, all other terms where constitute secul of itele bases additional to that evidence is the note, with inter-t interior on a bresin provided; third, all principal and interest remaining unusual on the sale, both any overplus to Mortgagors, their heirs, legal approximatives or assigns, as their rights may appear.

9. Lyan, or at any lime after the fling of a bill to foreclose the trust deed, the court in which such ball is alled may anjoint a receiver of said research and the control of the court o

11. Trustee of the bolders of the note shall have the right to inspect the permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or conditing of the property makes the standard to record this trust does not to exercise any lower herein given makes expressly obligated by the terms barroft, not in little for any not some shortwarder, except in case of the sort gross meditarner or macconduct or that of the greate or remployed of Trustee, and many require informations satisfactory to it before exercising

13. Trustee shall release this trust deed and the liet thereof by proper instrument, one presentation of satisfactory evidence that all industriances secured this trust used has been fully tooks and extreme may execute and deliver a release temperature of a release trustee in the representation from a first maturity thread, produce and exhibit to Trustee the note, representing that all industried exists seen in the processor trustee in the processor trustee may accept a single securing the representation Trustee may accept as the genuine note feering described may note which loads a certificate of identification purpositing to be executed by a print to the hereinder or which conforms in substance with the description between contained of the horse and which purposits to the reflection of the second of the processor trustees and a print to the hereinder or which conforms in substance with the second of the processor trustees and any instrument identification are as the professional contained of the note and which numbered to be executed by the precious heren described herein described and the processor trustees and any instrument of the most many contained of the note and which numbers the executed of the processor trustees are as the profession of the note and which numbers the contained of the note and which numbers the contained of the note and which numbers the total execution.

14. Trusteer may resign by instrument in writing filed in the office of the factories of Resistrat of At in which this instrument shall have been recorded or filed. In case of the resignation, imbulity or refused to not for fronties, to then for office of the country in which the termines are situated shall be Successor in Trust. Any Successor in Trust evenue of the country in the first of the country of the first of

15. This Trut Deed and all provisions between the stand to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors," when used kertin shall include all such persons and all persons limble for the prime in the find blethess or any mass theme, whether or not such persons shall have averalled the note or this True: Deed.

t infrest, whether or not such persons shall have executed the note or this freed.

16. The Instalment Note hereby secured is subject to prepayment in the manner and upon the conditions set for 1 in sail note.

1000 AUG-8-80 331392 2554220)

10.00

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 Instalment Note mentioned in the within Trust Deed has been identified herewith older identification No. 1006-TD ADDITIONEST COMMERCE BANK as Trustee, by ASST. Vice President

E	STREET	9797 W. Higgins Rd. Rosemont, Il. 60018
V	CITY	1,639
E R	INSTRUCTIONS	OR OI THE
Y.	RECOR	DER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

9128 W. Oaks Ave

Des Plaines, Il. 60016

END OF RECORDED DOCUMENT