



TRUST DEED

The instrument prepared by Barbara J. O'Brien, The Wilmette Bank, Wilmette, Ill. 60091

25550900

COOK COUNTY, ILLINOIS FILED FOR RECORD

1980 AUG 18 AM 10:16

Sidney H. Olson, RECORDER OF DEEDS

25550900

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 25, 19 80 between RICHARD C. NOVAK AND MYRTLE P. NOVAK, HIS WIFE

10.00

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 herein-after 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 August 1, 1981 all of said principal and interest bearing interest after maturity at the rate of 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 COOK COUNTY OF Cook AND STATE OF ILLINOIS.

Lot 9 in Block 8 in Dingee and McDaniel's subdivision 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. \*\*\*\*\*

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, 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, inador beds, awnings, stoves 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 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 use 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.

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 and assigns.

WITNESS the hand s\_\_\_\_\_ and seal s\_\_\_\_\_ of Mortgagors the day and year first above written.

(SEAL) Richard C. Novak (SEAL) (SEAL) Myrtle P. Novak (SEAL)

STATE OF ILLINOIS, } ss. County of Cook

I, JANET G. STREETER, a Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT RICHARD C. NOVAK AND MYRTLE P. NOVAK, HIS WIFE

who are personally known to me to be the same person s\_\_\_\_\_ whose name s\_\_\_\_\_ are 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 uses and purposes therein set forth. Given under my hand and Notarial Seal this 14th day of August 1980 Janet G. Streeter, Notary Public



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

1. Mortgagors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged...

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges...

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, wind-storm and such other hazards...

4. In case Mortgagors 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 herein...

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...

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Holders of the Note...

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Note or Trustee shall have the right to foreclose the lien hereof...

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order or priority: First, on account of all costs and expenses incident to that foreclosure...

9. Upon partial or total condemnation of the premises and upon demand of the Holder of the Note, the Mortgagor shall pay over to the Holder all or such portion of the proceeds thereof...

10. No action 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 interposing same...

11. Trustee or the Holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid...

13. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons...

15. Without the prior written consent of the Holders of the Note, the Mortgagors shall not convey or encumber title to the Premises. The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant...

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

17. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

18. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

25350900

Identification No. 4534-1 THE WILMETTE BANK
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... THE WILMETTE BANK, WILMETTE, ILL. 60091

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 414 Prairie, Wilmette, IL

END OF RECORDED DOCUMENT