

# UNOFFICIAL COPY

TRUST DEED

1981 FEB 18 AM 11 48

25777221

THE ABOVE SPACE FOR RECORDERS USE ONLY

This Indenture, Made FEB-18-81 4 0 7 5 2.8 25777221 A - REC 10.00  
19 81 between North Shore National Bank of Chicago,  
a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded  
and delivered to said Bank in pursuance of a Trust Agreement dated September 15, 1978 and known as Trust No.187  
herein referred to as "First Party," and WESTERN NATIONAL BANK OF CICERO

herein referred to as TRUSTEE, witnesseth:  
THAT, WHEREAS the First Party has concurrently herewith executed \_\_\_\_\_ note bearing even  
date herewith in the principal sum of TWENTY-ONE THOUSAND SEVEN HUNDRED FIFTY & 00/100 \_\_\_\_\_  
(\$21,750.00) \_\_\_\_\_ DOLLARS,  
made payable to BANKER THE NORTH SHORE NATIONAL BANK OF CHICAGO and delivered, in and by  
which said Note \_\_\_\_\_ the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and  
hereinafter specifically described, the said principal sum as follows:  
THREE HUNDRED SIXTY-TWO AND 50/100 \_\_\_\_\_  
(362.50) \_\_\_\_\_ DOLLARS ON THE 15th DAY OF MARCH, 1981, THREE HUNDRED SIXTY-TWO  
AND 50/100 \_\_\_\_\_ (\$362.50) \_\_\_\_\_ DOLLARS ON THE SAME DAY OF EACH AND EVERY MONTH  
THEREAFTER FOR FIFTY-EIGHT (58) MONTHS, AND A FINAL INSTALLMENT OF THREE HUNDRED  
SIXTY-TWO AND 50/100 \_\_\_\_\_ (\$362.50) \_\_\_\_\_ DOLLARS ON THE 15th DAY OF FEBRUARY, 1986.

Interest on the principal sum of money and said interest in accordance with the terms, provisions and  
limitations of this trust deed, and also in consideration of the sum of One Dollar \_\_\_\_\_ said, the receipt whereof is hereby acknowledged, does by these  
presently grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the  
COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 4 IN BLOCK 3 IN WILLOW CREEK DEVELOPMENT CAPLAN'S SUBDIVISION OF LOT  
13 AND THE WEST 1/2 OF LOT 14 IN SCHOOL TRUSTEE'S SUBDIVISION OF THE SOUTH  
WEST 1/4 OF THE SOUTH WEST 1/4 AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF  
THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE  
THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT, DOCUMENT RECORDED OCTOBER  
29, 1956 AS DOCUMENT NO. 16739498, IN COOK COUNTY, ILLINOIS

OTHERWISE KNOWN AS 2757 LONGMEADOW DRIVE, NORTHBROOK, ILLINOIS

10.00 E

David L. Husman

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

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long  
and during all such times as First Party, its successors or assigns 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 bells, 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 First Party or its 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.

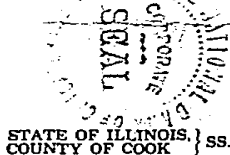
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated  
herein by reference and are a part hereof.

IN WITNESS WHEREOF, North Shore National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its  
Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

NORTH SHORE NATIONAL BANK OF CHICAGO  
As Trustee as aforesaid and not personally.

By \_\_\_\_\_ Vice-President

ATTEST \_\_\_\_\_ Assistant Secretary



STATE OF ILLINOIS, )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above  
named Vice-President and Assistant Secretary of the NORTH SHORE NATIONAL BANK OF CHICAGO, a Corporation, personally  
known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and  
Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the  
said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and pur-  
poses therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as cus-  
todian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument  
pursuant to authority, given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and volun-  
tary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th Day of February A.D. 19 81  
Rae Branson  
Notary Public

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (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 mechanic's 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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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 replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or redeem from any tax sale or forfeiture affecting said premises, or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be an encumbrance on the indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The 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 therefor.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything to the contrary herein, become due and payable (a) immediately in the case of default in making payment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three days.

4. 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, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expedient, etc., photographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guaranties, policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become, so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after a sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a home, used or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises pending the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be a lien superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and a deficiency.

7. 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.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, and he shall not be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. 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; and Trustee may execute and deliver a release hereof so, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and when the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note, and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of the county in which the premises are situated shall be Successor Trustee hereunder. Trust hereunder shall have the identical powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the North Shore National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said North Shore National Bank of Chicago hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said North Shore National Bank of Chicago, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform or suffer to be performed either expressly or implied herein contained, or which purports to be executed on behalf of First Party or any person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said North Shore National Bank of Chicago, personally are concerned, the legal holder or holders of said note and the owner or owners of an indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, and for the enforcement of the lien hereby created, in compliance herewith and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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CLERK'S OFFICE

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 Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_ by \_\_\_\_\_ Vice President

NAME THE NORTH SHORE NATIONAL BANK OF CHICAGO
STREET 1737 HOWARD STREET
CITY CHICAGO, ILLINOIS 60626
OR
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
PLEASE PRINT ABOVE
DESCRIBED PROPERTY HERE

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MAY 11 1960