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THURSDAY 28 PM 12 38

TRUST DEED

THIS INSTRUMENT Made

MAY 14 1981

between

CONRAD A. PLIMPTON and ANN S. PLIMPTON

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12.33

referred to as "Mortgagees") and Harris Trust and Savings Bank, an Illinois banking corporation, having its principal office in the City of Chicago, Illinois (herein referred to as "Trustee").

WITNESSETH:

THAT WILLIAM, the Mortgagee, are duly authorized to the legal holder or holders of the installment Note hereinafter described (said legal holder or holders being herein referred to as "Noteholder") in the principal sum of FORTY THOUSAND

Dollars \$ 40,000

by one certain installment Note of even date herewith, made payable to [redacted] and delivered, in full by which said Note the Mortgagee promise to pay the said principal sum and interest on the balance of principal remaining from time to time in equal installments at the rate provided in said Note [redacted] due on the 14th

day of AUGUST

[said installment Note and any and all extensions or renewals thereof and any notes issued in replacement or substitution therefor being herein referred to as the "Note"].

NOW, THE HERE, the Mortgagees to secure the payment of the principal of and interest on the Note in accordance with the terms and provisions hereof, and the observance and performance of the covenants and agreements herein contained and the other individuals which this Trust Deed by its terms secures, and also in consideration of the sum of Ten Dollars 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

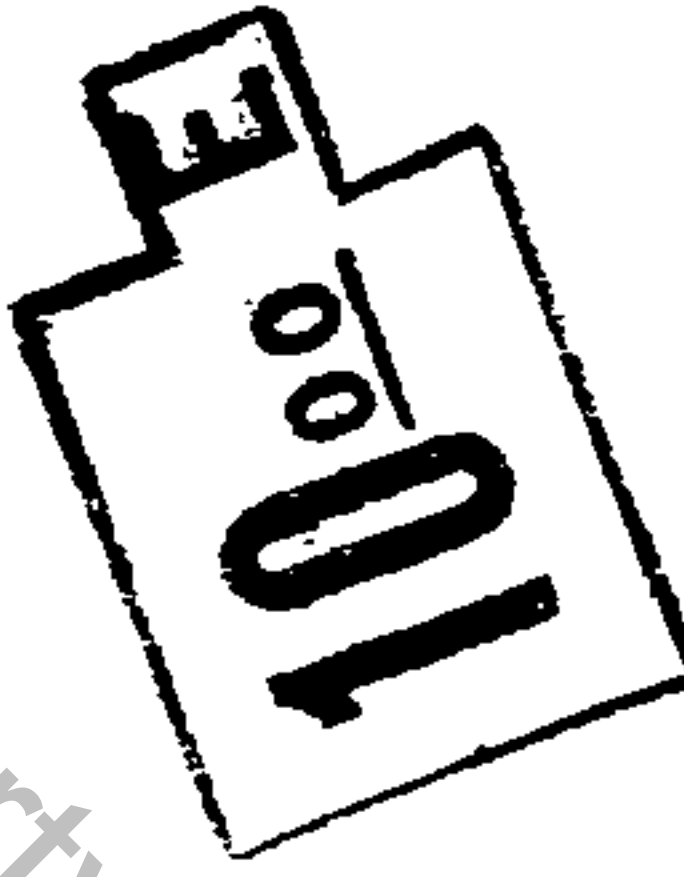
VILLAGE of WILMETTE

County

of COOK

and State of Illinois, to wit

Lot 36 in Kenilworth Park addition to Wilmette, a subdivision of the South 25 acres of the North East quarter of the South East quarter of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat recorded August 22, 1923 in Book 179 of plat's page 16, as document 8073933 in Cook County, Illinois.



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

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances at any time belonging thereto and all rents, issues and profits thereof for so long and during all such times as Mortgagees may be entitled thereto (which are pledged primarily and on a parity with said real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limiting the generality of the foregoing, all apparatus and equipment of every kind 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, and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks 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 Mortgagees 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 rights and benefits the Mortgagees do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagees shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from charges, encumbrances, mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises, and upon request exhibit satisfactory evidence of the discharge of same to Trustee or to Noteholder; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) without prior written consent of Noteholders not make any material alteration in said premises except as required by law or municipal ordinance; and (g) promptly notify Trustee of any damage or destruction to the premises, of any seizure or threatened proceeding for the taking by eminent domain or otherwise of any part thereof, of any notice from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement or of any other event or condition which might impair the value of the premises or its use for its intended purpose.

2. Mortgagees 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 Noteholder duplicate receipts therefor. To prevent default hereunder, Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees may desire to contest.

3. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, flood hazards (to the extent insurance therefor is obtainable) and such other hazards or contingencies as Noteholder 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 reasonably satisfactory to Noteholder, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of Noteholder (such rights to be evidenced by the standard noncontributory mortgage clause to be attached to each policy) and providing that the same may not be cancelled except upon 10 days' prior written notice to Trustee and shall deliver all policies, including additional and renewal policies, to Noteholder, and in case of insurance about to expire, shall deliver renewal policies not less than 10 days prior to the respective dates of expiration. To the extent permitted by law, Trustee may, at the sole discretion of Noteholder, either apply any insurance proceeds at any time coming into its hands to the reduction of the indebtedness hereby secured or may release same for the restoration of the improvements damaged or destroyed on such terms as it shall elect, provided that if it shall elect to apply same to the reduction of the indebtedness hereby secured, Mortgagees shall be relieved of any duty to restore the damage in respect of which such insurance proceeds were obtained. Mortgagees hereby irrevocably constitute and appoint Trustee their true and lawful attorney in fact to endorse the name of Mortgagees on any commercial paper evidencing any insurance proceeds.

4. In case Mortgagees shall fail to perform any covenants herein contained, Trustee or Noteholder may, but need not, make any payment or perform any act herein required of Mortgagees 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 title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax 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 Noteholder to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of \_\_\_\_\_ per cent per annum. Trustee or Noteholder shall be subrogated to all rights, claims and liens of any party whose debt is discharged pursuant to this Section 4. Inaction of Trustee or Noteholder shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagees. Trustee or Noteholder in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged 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 thereof.

5. Mortgagees shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the Note. At the option of Noteholder and without notice to Mortgagees, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) in the case of default for 10 days in making payment of any installment of principal or interest on the Note or in making payment of any other sum due hereunder, or (b) in case the indebtedness shall, without the prior written consent of Noteholder, sell, assign, transfer or lease (for a term of more than 1 year, including as part of such term the term of any renewal terms (whether mandatory or optional) which are provided for in any lease) the real estate subject hereto, or any portion thereof or interest therein, or contract or agree so to do, or (c) when default shall occur and continue for 30 days in the performance or observance of any other agreement of the Mortgagees herein contained, or (d) Mortgagees abandon the premises, or (e) Mortgagees, or any of them, or any guarantor of the indebtedness hereby secured shall die or become bankrupt or insolvent or proceedings under any bankruptcy, insolvency, arrangement or adjustment proceedings or proceedings under any bankruptcy, insolvency or similar law shall be instituted or commenced by or against any such person or (f) proceedings shall be commenced to foreclose or otherwise realize upon any lien, charge or encumbrance on the premises or any part thereof.

THIS INSTRUMENT PREPARED BY

Anne Davis

Harris Trust and Savings Bank  
111 West Madison Street  
Chicago, Illinois 60600

X-3136 (REV 8/78)



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