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and the let think TRUST DEED 1006 June 1, 12 1916 *25|48453 SEP 1/ 179 10 33 AM THE ABOVE SPACE FOR RECORDERS USE ONLY August 20 between SAMUEL K. SKINNER THIS INDENTURE, made married to Susan Skinner ડે herein referred to as "Mortgagors," and AMALGAMATED TRUST & SAVINGS BANK an Il'mo's banking corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, with the company of the comp THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of EIGHTY F.VE THOUSAND AND NO/100 ------Dollars (\$ 85,000.00), evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of AMALGAMATED TRUST & SAVINGS BANK and delivered, in and by which said Note the Mortgagors promise to ay said principal sum plus simple interest from date of disbursement J at the rate of 10½ fer cent per annum in instalments of principal and interest as follows: 1979 and a like amount of money (ay)f October on the lst day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not so oner paid, shall be due on the 1st day of September 1982 and the principal of each instalment unless paid when due shall bear interest at the rate of 15 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note mry, from time to time, in writing appoint, and in absence of such appointment, then at the office of AMALGAMATED TRUST & SAVINGS BANK in said City, lying and being in the Village of Northbrook to wit: COUNTY OF WOK (AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND NACE A PART HEREOF). THIS TRUST DEED IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF 20 DER "A" ATTACHED HERETO AND MADE A PART HEREOF. This document prepared by WILLIAM E. NAVOLIO ONE WEST MONRO : STI EET CHICAGO, ILLINOIS 6565 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 for so long and during all such times as Mortgagors may be entitled thereto (which are piedged primarily and on a not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, g nower, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foreg shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foreg said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment of the state whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment of the state o mises by the morigagors of their successors of assigns small be considered as constituting part of the relative 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 eight 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 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.... and seal.... of Mortgagors the day and year first above written. Samuel K. Skinner 55. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Samuel K. Skinner, married to Susan Skinner whos is personally known to me to be the same person whose name who whose name who whose name whose _signed, sealed and

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

- 1. Mortgagors shall (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) make no material alterations in said premises except as required by law or municipal ordinances.
- Mortgagors 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 holders of the note duplicate 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.
- 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. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policles 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 satisfactory to the holders of the note, under insurance policles payable, in case of loss or damage, to Trustee for the benefit of the holders of the such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policles, including additional and renewal policles, to holders of the note, and in case of insurance about to expire, shall deliver renewal policles not less than ten days prior to the respective date of expiration.

 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 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 feasonable compensation to Trustee for each immediately due and payable without notice and with interest thereon at the rate of \$1.0.5 per cent per annum. Inaction of Trustee or the holders of the note shall never be

- Nortgagors.

 5. 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 thereof.

 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 the holders of the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default, in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days it h performance of any other agreement of the Mortgagors herein contained.

 7. Jent he indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the rive to forcelose the lien hereof. In any suit to forcelose 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 or according to the restriction of the contract of the note of the note
- or such right to torect, sew, where or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the precise or the security hereof, whether or not actually commenced.

 8. The proceeds of any tore for the 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 following proceedings, 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 into est remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

 9. Upon, or at any time after the min, of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of sald premises. Such appointment may be man, either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and window regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder ray be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits on whether there be undemption as well as ordered and the first of the 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 pre-lises during the whole of sald period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whit. Or a part of the 11 or 11 The interesting same in an action at law upon the note effective to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (

- 11. Trustee or the noiders of the note shall have the right to ir per the premises at all reasonable times and access thereto shall be permitted for that purpose.

 12. Trustee has no duty to examine the title, location, exister te, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly chileated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the vents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

 13. 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 any deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Truste. 'etc. representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a cleive is requested of a successor trustee, such successor trustee hereunder or which conforms in substance with the described herein herein constitutes of ientification purporting to be executed by a prior trustee hereunder or which conforms in substance with the described need not which one of the executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note here described any note which be executed by the persons herein dentifying same as the note described herein, it may accept as the genuine note here described any note which here becomes with the described herein, it may accept as the genuine note here described any note which here becomes with the described herein of the note and which our outs to be executed by the persons herein dentifying same as the note described herein, it may accept as the genuin

- conforms in substance with the description herein contained of the note and which out outs to be executed by the persons herein designated as makers thereof.

 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrane of These of the resignation, inability or refusal to act of Trustee, the then R. order of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the ident of the powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

 15. This trust deed and all provisions hereof, shall extend to and be binding upon Mor's, or sand all persons claiming under or through Mortgagors, and, the word "Mortgagors" when used herein shall include all such per on, and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the with a visit strust deed.

 16. The holders of the note secured by this trust deed, at their sole option, reserve the right to extert, modify or renew the note secured hereby at any time and from time to time. This trust deed shall secure any and all renewals or extendions or any change in the terms or rate of interest shall not lawful rate as may be agreed upo and any such renewals or extensions grange that in the stall not lamplar in any manner the validity of or priority. It his trust deed not release the longer of first in the stall and impair in any manner the validity of or priority. It has trust deed not be filed.

 17. Mortgagors agree that until said note and any extension or renewal thereof and also any and all other index to the holders of the note, heretofore or hereafter incurred, and without regard to the nature thereof, shall have beer paid a full. Mortgagors to the holders of the note, heretofore or hereafter incurred, and without regard to the nature thereof, shall have beer paid a full. Mortgagors with the pa

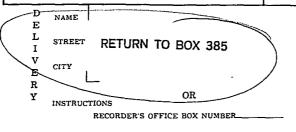
IMPORTANT

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 under Identification No.

AMALGAMATED TRUST & SAVINGS BANK, as Trustee

Assistant Secretary Assistant Vice President Assistant Trust Officer



FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Northbrook Country Condominium Unit 201W, 1175 Lake Cook Road Northbrook, Illinois

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EXHIBIT "A"

Unit No. 201W in Northbrook Country Condominium as delineated on the survey of the parcel of real estate described as follows:

That part of the Northwest quarter of the Northwest quarter of Section 2. Thurship 42 North, Range 12, East of the Third Principal Meridian, lying West of the East 14.97 cres thereof and North of the South 15 acres of that part of the Northwest quarter of the Northwest quarter of said Section 2 lying West of the last 14.97 acres thereof;

which survey is attached as Exhibit "A" to condominium Declaration recorded with the Recorder of Cook Courcy as Document No. 25054981 , together with its undivided percentage interest in the Common Elements.

Party of the First Part also grants to Parties of the Lecond Part, their successors and assigns the right to the exclusive use and possession for parking purposes of that Limited Common Element delineated as Parking Space(s) No. 54 or the survey attached as Exhibit "A" to the said Condominion Declaration.



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RIDER "A"

TAKE NOTICE: The holder of the note secured by this Trust Deed, at its sole optice, reserves the right to extend, modify or renew the note secured hereby at any time and from time to time for an amount up to and including the amount of the original note secured hereby. Notwithstanding the provisions for repayment provided for on the reverse side hereof, this Trust Deed shall remain a lien upon the real estate described herein, in the amount of the original principal due on the note secured hereby until this Trust Deed shall be released of record by the Trustee hereunder. In the event of any extensions, modifications or renewals, Extension Agreements shall not be necessary and need not be filed.

In order to provide for the payment of takes, the undersigned promises to pay monthly, in addition to the above payments, 1/12th of the annual real estate taxes as a imated by the holder hereof, in such manner as the holder may prescribe, so as to provide the current year's tax oblication on the last day of each such year during the term of this oblication. If the amount estimated to be sufficient to pay said taxes and assessments and other charges is not sufficient, the undersigned promises to pay the difference upon demand. The said sums are hereby pledged together with any other account of the undersigned in the holder's bank to further secure this indereamed and apply hereon.

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