

TRUST DEED

26839622

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 11, 19 83, between

Nathan Casement

herein referred to as "Mortgagors," and NORTHWEST COMMERCE BANK

an Illinois corporation, doing business in Rosemont, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Forty Thousand Dollars & 00/100 (\$40,000.00) Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to NORTHWEST COMMERCE BANK and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from DATE on the balance of principal remaining from time to time unpaid at the rate of 12.0 per cent per annum in instalments as follows: Forty Thousand Dollars plus interest

Payments of the principal sum of each of the said notes shall be made in full, except that the first payment of the principal sum of each of the said notes, if not sooner paid, shall be due on the 10th day of November, 1983. All such payments on account of the indebtedness evidenced by 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 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 NORTHWEST COMMERCE BANK in Rosemont, Illinois

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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The southwesterly 280 feet of the Northeasterly 110.76 feet (as measured at right angles) of Lot 157 in Meadow Edge Unit 3A, being a resubdivision in the South Half of the Southeast Quarter of Section 7, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois

This document was prepared for: Northwest Commerce Bank 9575 W. Higgins Road Rosemont, IL. 60018 BY: Valerie Godfrey 26839622

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 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, in-door 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 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 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 and seal of Mortgagors the day and year first above written. [Signature] [SEAL] [SEAL]

STATE OF ILLINOIS I, Tina M. Greschuk, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Nathan Casement



who is personally known to me to be the same person whose name subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this 25th day of October A. D. 19 83 [Signature] Notary Public.

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 destroyed; (2) keep said premises in good condition and repair, without water and fire, from mechanic 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) comply 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 ordinance.

2. 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.

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 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 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 shall deliver all policies, including addition and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates 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 heretofore 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, and purchase, discharge, compromise or settle any tax lien or other lien or claim thereon, or redeem from any tax sale or foreclosure 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 mortgage, premiums and the lien hereof, plus reasonable compensation to Trustee for such matter concerning which action herein authorized may be taken, shall be repaid through additional 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 in action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or wage made presented from the appropriate public officer 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 thereon.

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 holder of the note and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything on 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 installment of principal or interest on the note, (b) in the case of default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

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, and may, in enforcing the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, costs for documentary and other evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure all such abstracts of title, title searches and examinations, guarantee policies, forms, certificates, and similar data and accessories, with respect to title. The use of holders of the note may deem to be reasonably necessary other to prosecute such suit or to exercise to holders of the note 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 holder of the note as mentioned herein 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 the foreclosure, including profits and losses, and expenses, 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 the preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or the preparation for the commencement of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. 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 taxes and a general lien in 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 provided for by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any surplus to Mortgagors, there to be held representative of assets of their rights hereunder.

9. The power of sale conferred by this Trust Deed, the court in which such sale is filed may, subject to the approval of the court, order that the proceeds of such sale be distributed to the holders of the note, without regard to the then value of the premises or whether the same shall be then occupied by a mortgagor or not, and the proceeds remaining may be deposited with the receiver. Such order shall have priority to collect the principal and profits of said mortgage during the period of such foreclosure sale 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 time when Mortgagors, except for the intention of such receiver, would be entitled to collect such proceeds, principal and profits, and other proceeds which may be necessary or are used in such case, or in a redemption, possession, control, management and operation of the premises during the whole of such period. The court from time to time may, subject to the approval of the court, order that the proceeds of such sale be distributed to the holders of the note, without regard to the then value of the premises or whether the same shall be then occupied by a mortgagor or not, and the proceeds remaining may be deposited with the receiver. Such order shall have priority to collect the principal and profits of said mortgage during the period of such foreclosure sale 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 time when Mortgagors, except for the intention of such receiver, would be entitled to collect such proceeds, principal and profits, and other proceeds which may be necessary or are used in such case, or in a redemption, possession, control, management and operation of the premises during the whole of such period, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and a deficiency to the holders of the note, without regard to the then value of the premises or whether the same shall be then occupied by a mortgagor or not, and available to the holder of the note in an action at law upon the note hereby secured.

10. 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.

11. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record the Trust Deed or the note or any power herein given unless expressly obligated by the terms hereof. Trustee shall be liable for any acts or omissions hereunder, except in case of fraud, gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before executing any power herein given.

12. Trustee shall release the trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by the trust deed has been fully paid, and Trustee may execute and deliver a release hereon and at the request of any person who shall, after the date of the recording of the note and this Trust Deed, produce to Trustee a certificate of satisfaction of all indebtedness secured by the trust deed. Trustee may accept such release without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine and correct the release of the predecessor trustee a certificate of satisfaction prepared by the predecessor trustee, provided such certificate is accompanied by the release of the predecessor trustee and it has never presented a certificate on any instrument identifying the premises as the same as the premises hereon secured hereby, or by any decree, process, judgment, order or other lien which may be or become a lien against the premises hereon secured hereby, or by the terms herein described as makers thereof.

13. Trustee may sign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded, a deed in fee simple conveying the premises, including all of the contents in which the premises are situated, to any person or persons named in the instrument, and the authority to sign herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

14. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming title to or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed.

15. The Instalment Note hereby secured is subject to prepayment in the manner and upon the conditions set forth in said note.

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Recorder'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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 2000-TD NORTHWEST COMMERCIAL BANK as Trustee, by Vice President

NAME Northwest Commercial Bank
STREET 9575 W. Higgins Road
CITY Rosemont, IL. 60018
CITY 104 Honeysuckle Court
ROLLING MEADOWS, ILL.
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

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

END OF RECORDED DOCUMENT