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1981 SEP 17 26001575

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TRUST DEED

10.00

THIS INSTRUMENT, Made

September 9, 1981 between

Colin R. and Judith E. MacDonald,

referred to as "Mortgages") 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 said TRUSTEE, the Mortgages are duly assigned to the best holder or holders of the Indebtedness described hereinafter and to the principal sum of ****Sixty Thousand and no/100**

by said said installment Note of the Mortgages of even date herewith, made payable to *** \$60,000.00*** and interest, as set forth in said Note. The Mortgages are due to pay the said principal sum and interest on the balance of principal remaining from time to time on each statement of the rate provided in said Note on the **15th**

day of **January, 1982** (said installment Note and any and all contracts or contracts heretofore and any notes issued in replacement or substitution in the order herein referred to as the "Note").

NOW, THEREFORE, the Mortgages 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 obligations which this Trust Deed by its terms imposes, and also in consideration of the sum of Ten Dollars in hand paid, the receipt whereof is hereby acknowledged, do by their 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 **Kenilworth** County of **Cook** and State of Illinois, to wit:

Lot 13 in Block 3 in Kenilworth Community Development Subdivision of the North West quarter of the South East quarter of Section 28, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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HARRIS TRUST & SAVINGS BANK



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 Mortgages 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 unit or centrally controlled), and all screens, door 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 Mortgages 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 terms 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 Mortgages do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgages 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, mortgages, 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) cooperate within a reasonable time any building or buildings now or at any time in process of erection upon said premises (together with all requirements of law or municipal ordinances with respect to the premises and the use thereof); (e) without prior written consent of Noteholders not make any material alteration in said premises except as required by law or municipal ordinance; and (f) promptly notify Trustee of any damage or destruction to the premises, of any pending or threatened proceedings for the taking of any 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. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, sewer charges, sewer service charges and other charges against the premises when due, and shall upon written request, furnish to Trustee or to Noteholder duplicate records therefor. To prevent default hereunder, Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, flood, theft and other 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 insurer of amounts 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 with the requirements of 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 bill of 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, Mortgages shall be relieved of any duty to restore the damage in respect of which such insurance proceeds were obtained. Mortgages hereby irrevocably constitute and appoint Trustee their true and lawful attorney in fact to endorse the name of Mortgages on any commercial paper evidencing any insurance proceeds.

4. In case Mortgages 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 Mortgages 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 thereon, 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 attorney's fees, and any other moneys advanced by Trustee or Noteholder to protect the mortgaged premises and the lien hereof shall be to 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 items 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 Mortgages. Trustee or Noteholder in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public officer or holder of the claim to be discharged without enquiry 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.

5. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and Note. At the option of Noteholder and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this 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 principal or interest on the Note or in making payment of any other sum due hereunder, or (b) in case the mortgaged premises or the premises hereunder are sold, assigned, transferred or leased (for a term of more than 1 year, including any part of such term) or any renewal term (whether mandatory or optional when so provided for in any lease) the real estate subject hereto, or any part interest therein, or contract or agree so to do, or (c) when default shall occur and continue for 30 days in the performance of any other agreement of the Mortgages contained in this Trust Deed, or (d) if Mortgages are declared bankrupt, or if Mortgages, or any of them, or the indebtedness hereby secured shall die or become bankrupt or insolvent or proceedings under any bankruptcy, insolvency or other adjustment proceedings or proceedings under any bankruptcy, insolvency or similar law shall be instituted or commenced or judgment or proceedings shall be commenced to foreclose or otherwise realize upon any lien, charge or encumbrance on it thereon.

THIS INSTRUMENT PREPARED BY

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

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...EACH SHALL SECURE ANY AND ALL RENEWALS, OR EXTENSIONS OF THE WHOLE OR ANY PART OF THE INDEBTEDNESS, OR RENEWALS OR EXTENSIONS OF SUCH LAWFUL RATE AS MAY BE AGREED UPON AND ANY SUCH VALIDITY OF OUR THE PRIORITY OF THIS MORTGAGE, NOR RELEASE THE MORTGAGOR FROM PERSONAL LIABILITY FOR THE INDEBTEDNESS HEREBY SECURED.

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1. The mortgagors hereby certify that the premises described herein are their separate and several property... 2. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 3. 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... 4. The mortgagors, jointly and severally, do hereby covenant, warrant, promise, stipulate and agree that they will not do anything to obstruct, hinder or delay the foreclosure of this Trust Deed... 5. The mortgagors do hereby agree to execute and record such instruments as may be required to carry out the purposes of this Trust Deed... 6. The mortgagors do hereby agree to execute and record such instruments as may be required to carry out the purposes of this Trust Deed... 7. The mortgagors do hereby agree to execute and record such instruments as may be required to carry out the purposes of this Trust Deed... 8. The mortgagors do hereby agree to execute and record such instruments as may be required to carry out the purposes of this Trust Deed... 9. The mortgagors do hereby agree to execute and record such instruments as may be required to carry out the purposes of this Trust Deed... 10. The mortgagors do hereby agree to execute and record such instruments as may be required to carry out the purposes of this Trust Deed... 11. The mortgagors do hereby agree to execute and record such instruments as may be required to carry out the purposes of this Trust Deed... 12. The mortgagors do hereby agree to execute and record such instruments as may be required to carry out the purposes of this Trust Deed... 13. The mortgagors do hereby agree to execute and record such instruments as may be required to carry out the purposes of this Trust Deed... 14. The mortgagors do hereby agree to execute and record such instruments as may be required to carry out the purposes of this Trust Deed... 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon the mortgagors and all persons claiming under or through the mortgagors... 16. If the mortgagor shall at any time so require, the mortgagors shall on each monthly payment date deposit with the noteholder or any party designated by the noteholder... 17. Harris Trust and Savings Bank, individually, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occurred or exists and said Bank as a holder of the Note or any interest therein and not as a mortgagee holder shall be entitled to all the same security and to all the same rights and remedies as are in the Trust Deed given to the holder of the Note...



Colin R. Macdonald
Judith E. Macdonald

STATE OF ILLINOIS
COUNTY OF COOK

I, MARY J. RAMOS, a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT COLIN R. MACDONALD AND JUDITH E. MACDONALD who ARE personally known to me to be the signatories whose names ARE subscribed to the foregoing instrument, signed before me this day in person and acknowledged that THEY were sealed and delivered the said instrument as THEIR 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 9TH day of SEPTEMBER, 1981. Mary J. Ramos Notary Public My Commission Expires Sept. 28, 1983

IMPORTANT FOR BOTH THE PROTECTION OF THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE RECORDED IN THE PUBLIC RECORDS HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The instrument mentioned in the entire Trust Deed has been sealed herewith under identification No. HARRIS TRUST AND SAVINGS BANK, at Chicago, Ill. By

END OF RECORDED DOCUMENT