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86271952



TRUST DEED
BANK OF HIGHWOOD

COOK COUNTY, ILLINOIS
JUL -2 AM 11:22

86271952

12.00

CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made MAY 13, 1986, between MAURICE BENDER AND BEVERLY S. BENDER, HIS WIFE

B.V. GIANGIORGI

herein referred to as "Mortgagors," and CHICAGO NATIONAL BANK AND TRUST COMPANY, a national banking association, hereinafter referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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 TWENTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-EIGHT AND 64/100 (\$28,688.64) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10 3/4 per cent per annum in instalments (including principal and interest) as follows:

AS PROVIDED UNDER SEPARATE AGREEMENT per separate Dollars or more on the 15 day of agreement 10 3/4 and AS PROVIDED UNDER SEPARATE AGREEMENT per separate Dollars or more on the 15 day of agreement thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the per separate day of agreement. 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 separate per annum, and all of said principal and interest being made payable at such banking house or trust company in HIGHWOOD 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 BANK OF HIGHWOOD

NOW, THEREFORE, to secure the payment of the principal of and interest on the Note, and the performance and observance of all the covenants, agreements and provisions herein and in the Note contained, and also in consideration of the sum of One (\$1.00) Dollar hand paid to Mortgagors, the receipt whereof is hereby acknowledged, the Mortgagors do by these presents CONVEY and WARRANT unto the Trustee, its right, title and interest therein, situate, lying and being in the VILLAGE OF COUNTY OF COOK 86271952 AND STATE OF ILLINOIS, to wit: NORTHBROOK

PARCEL 1: LOT 1 IN BLOCK 14 IN VILLAGE NORTH SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS, APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED APRIL 19, 1979, AS DOCUMENT 24925612 AND FILED AS DOCUMENT LR 3086710 AND AS CREATED IN THE DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1976 KNOWN AS TRUST NUMBER 39064 TO MAURICE BENDER AND BEVERLY S. BENDER, HIS WIFE, AS JOINT TENANTS DATED OCTOBER 19, 1982 RECORDED NOVEMBER 5, 1982 AS DOCUMENT 26402387, IN COOK COUNTY, ILLINOIS.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF PERMANENT TAX # 03-01-207-0

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, inador beds, awnings, stoves and space 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 S and seal S of Mortgagors the day and year first above written.

MAURICE BENDER (SEAL) BEVERLY S. BENDER (SEAL)

STATE OF ILLINOIS,)
County of LAKE) SS. MICHELE R. OGAN
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MAURICE BENDER AND BEVERLY S. BENDER

who ARE personally known to me to be the same person S whose name S subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said Instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of May 1986.

Michele R. Ogan Notary Public
My Commission Expires November 8 1986

(180) 98855-7

Box 15

BANK OF HIGHWOOD
10 HIGHWOOD AVENUE
HIGHWOOD, IL 60040

86271952

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THIS RIDER is attached and forms an integral part of the INDENTURE (Trust Deed) made MAY 13, 1986 between MAURICE BENDER AND BEVERLY S. BENDER, HIS WIFE herein referred to as "Mortgagors", and B.V. GIANGIORGI herein referred to as TRUSTEE, witnesseth:


6. Upon the occurrence of a default in the performance of the terms and provisions of the Note, or the terms and provisions of the Trust Deed securing same, the Holder is hereby authorized, at any time and from time to time, without notice to the undersigned, or to any other person, any such notice being hereby expressly waived, to set off, appropriate and apply any and all deposits (general or special) and any other indebtedness at any time held or owing by Holder to or for the credit of the account of the undersigned against and on account of any obligations and liabilities of the undersigned hereunder, although said obligations and liabilities, or any of them, shall be contingent or unmatured.


17. Mortgagors will not voluntarily create, or otherwise permit to be created or filed against the premises conveyed hereby any other Deed or Trust or mortgage lien or other lien or liens inferior or superior to the Trust Deed, and further agree to keep and maintain the same free from claims of all persons supplying labor or materials in connection with any construction upon the property and the failure of Mortgagors to perform these covenants or any part thereof, shall constitute an event of default hereunder.

18. If all or any part of the premises or an interest therein is sold or transferred by Mortgagors without the prior written consent of the Holder of the Note, then and in that event, the holder of the Note may, at its option, declare all the sums secured by the Trust Deed to be immediately due and payable. For purposes of this paragraph, the term "sold or transferred" shall include, by way of description, and not limitation, the following: (a) Installment Agreement for Deed; (b) A transfer into a land trust; (c) A transfer of Beneficial Interest in a land trust; (d) The grant of any leasehold interest with an option to purchase; and (f) The grant of any leasehold interest for a period in excess of three (3) years.

19. The entire indebtedness hereby secured shall, at the election of the Holder of the Note, become immediately due and payable without notice to the Mortgagors or anyone claiming by, through or under Mortgagors, and thereupon the Trustee shall have the right, among others, to foreclose the Trust Deed, upon the happening of any one or more of the following: (a) The Mortgagors fail to pay any sum of principal or interest required to be paid herein or in the Note secured hereby within twenty (20) days after the due date thereof; (b) The Mortgagors fail to pay on demand the amount of any costs of the Holder of the Note, or the Mortgagors, with interest thereon, secured by the Trust Deed; (c) Any party liable for any indebtedness secured hereby files a voluntary petition in bankruptcy or makes an assignment for the benefit of any creditor or is declared bankrupt or insolvent; (d) The premises or any part thereof are placed under the control of any court; (e) In the event of the actual demolition or removal of any building now or hereafter located upon the premises; (f) On the failure of the Mortgagors to permit the Holder of the Note or its representative to examine the premises at any reasonable time; (g) If the Mortgagors shall do or suffer any act or thing which would impair the security of the mortgage debt or the lien of the Trustee upon the premises or the rents therefrom; (h) In the event that the Mortgagors fail to obtain the required insurance covering the premises; (i) In the event of the demolition or destruction in whole or in part of any of the fixtures covered hereby, unless the same are promptly replaced with similar fixtures at least equal in quality and condition to those replaced free from security agreements or other encumbrances thereon and free from any reservation of title thereto; (j) Upon the filing in any court of competent jurisdiction by the State, Municipal or Federal government or any department, bureau, agency or instrumentality thereof of any action to acquire, under the power of eminent domain, any estate less than an estate in fee simple in the premises or any part thereof, provided that such action is not dismissed or otherwise rejected within sixty (60) days; (k) In the event the Mortgagors fail to comply with or perform fully any other warranty, covenant, act or agreement required of the Mortgagors herein or in the Note secured hereby within the grace period, if any, specified; and (l) Commencement of any action or proceeding to foreclose any lien upon the premises or any part thereof other than the lien of the Trust Deed, provided that such action or proceeding is not dismissed or bonded within ninety (90) days.

T 52386 (141)


MAURICE BENDER


BEVERLY S. BENDER

MAIL TO BANK OF HIGHWOOD
10 HIGHWOOD AVE
HIGHWOOD ILL 60040

Box 15

86271952

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THIS COPY IS UNOFFICIAL AND SHOULD NOT BE USED FOR OFFICIAL PURPOSES.

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

1. The purpose of this document is to provide information regarding the procedures for the submission of applications for the award of medals and decorations. The information is intended for the use of the public and is not to be construed as an official statement of policy.

2. Applications for medals and decorations should be submitted to the appropriate authority. The authority is the Secretary of Defense, Department of Defense, Washington, D.C. 20301. Applications should be submitted in triplicate and should be accompanied by the required forms and supporting documentation.

3. The following information is provided for your information: (a) The application should be submitted to the appropriate authority. (b) The application should be accompanied by the required forms and supporting documentation. (c) The application should be submitted in triplicate.

4. The information provided in this document is for informational purposes only. It is not intended to be used as a basis for the award of medals and decorations. The award of medals and decorations is a discretionary function of the appropriate authority.

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