



TRUST DEED

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This document was prepared by Nancy Q. Lee, First Illinois Bank of Wilmette.

91497583

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made SEPTEMBER 10, 1991 between

LINDA C. ALLEN DIVORCED AND NOT REMARRIED,

herein referred to as "Mortgagors", and THE WILMETTE BANK, an Illinois banking corporation, located in Wilmette, Illinois, herein referred to as TRUSTEE, witnesseth: n/k/a FIRST ILLINOIS BANK OF WILMETTE. THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note herein-after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal Sum of

THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BLAIR R and delivered in and by which said Principal Note the Mortgagors promise to pay the said principal sum on SEPT. 10, 1992 with interest thereon from SEPT. 10, 1991 until maturity at the rate of 9.75 per cent per annum, payable AT MATURITY - SEPTEMBER 10, 1992 all of said principal and interest bearing interest after maturity at the rate of THEN CURRENT per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in WILMETTE, 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 THE WILMETTE BANK, in said city.

REI TITLE SERVICES # 89-746 \$

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 WARRANTY 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:

WEST 50 FEET OF LOT 36 IN MANUS' LAKE SHORE HIGHLANDS, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, WEST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 05-23-307-020-0000

COMMONLY KNOWN AS: 2117 GREENWOOD, WILMETTE, ILL. DEPT-01 RECORDING #13.00 93993. TRAN 0493 09/25/91 09:25:00 45167 + C \*91-497583 COOK COUNTY RECORDER

which, with the property to be hereinafter described, is referred to herein as the "premises" TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the use and trusts herein set forth, free from all rights in, claims to, 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.

91497583

LINDA C. ALLEN

NANCY Q. LEE

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

LINDA C. ALLEN

OFFICIAL SEAL NANCY Q. LEE Notary Public, Lake County State of Illinois My Commission Expires 1-4-91

to me personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, read and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 10th day of SEPTEMBER 1991

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# UNOFFICIAL COPY

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS TRUST DEED

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from weeds, vines or other nuisances; (c) promptly and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Holders of the Note; (d) promptly and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Holders of the Note; (e) comply with all laws, ordinances, rules and regulations of any governmental authority with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or as authorized by the Holders of the Note.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall upon written request furnish to Trustee or 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 when Mortgagors desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against fire, lightning, wind, storm and such other hazards or contingencies as the Holders of the Note may require under policies providing for payment by the insurer of an amount sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, and shall cause the Holders of the Note, under insurance policies payable in case of loss or damage, to Trustee for the benefit of Holders of the Note, to be named as the insured party. Mortgagors shall deliver renewal policies not less than ten days prior to the respective dates of expiration. In case of loss, Trustee or Holders of the Note shall accept the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether or not.
4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or the Holders of the Note may, but need not, make any payment or perform any act hereunder required of Mortgagors in any form and manner deemed expedient, and may, but need not, make any payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim, or pay any tax or other lien or claim, or 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 and/or incurred in connection herewith, including attorneys' fees and any other moneys advanced by Trustee or the Holders of the Note, shall be added to the principal and interest on the indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the same rate of interest per annum as is provided for said principal indebtedness. Inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right according to the account of any default hereunder on the part of Mortgagors.
5. Trustee or the Holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, or the amount according to any bill, statement or estimate, secured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, 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 Holders of the Note, and without notice to Mortgagors, 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) immediately in the case of default in making payment of any installment of principal or interest on the Note or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
7. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose 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 for or on behalf of Trustee or Holders of the Note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary, and experts evidence, stenographic charges, publication cost and costs which may be estimated as to items to be expended after entry of the decree or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of any 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 nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the same rate of interest per annum as is provided for said principal indebtedness, when paid or incurred by Trustee or Holders of the Note in connection with any proceeding, including probate and bankruptcy proceedings, 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 (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such debt for foreclosure or not actually commenced, or (c) preparations for the defense 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: (a) payment of all costs and expenses incident to that foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; (b) payment of all items of principal and interest on the indebtedness secured hereby; (c) payment of all taxes, assessments, interest and other charges on the premises; (d) payment of all principal and interest remaining unpaid on the Note; (e) any surplus to Mortgagors or their legal representatives, as may be directed by the court.
9. 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. Such appointment may be made either before or after sale, without notice, without regard to the solvency of Mortgagors, at the discretion of the court. The receiver for such receiver and without regard to the value of the premises or whether the same shall be the same as that of Mortgagors, at the discretion of the court, who may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises, to manage the same, to lease the same, to sell the same, and, in case of a sale and deficiency, during the full statutory period of redemption, when there be a deficiency, or not as well as to do all such things as may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply to the net income in his hands in payment (a) of all or in part of any tax, the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (b) the deficiency in case of a sale and deficiency.
10. Upon partial or total condemnation of the premises and upon demand of the Holder of the Note, the Mortgagors shall pay over to the Holder all of such portion of the proceeds thereof as may be demanded by the Holder, and all such proceeds so paid over shall be applied upon the principal or interest on the Note as may be elected by the Holder and without premium or penalty.
11. No action for the enforcement of the lien or of any process on lien, shall be subject to any defense which would not be available and available to the party interposing same in an action at law upon the note hereby secured.
12. Trustee or the Holders of the Note shall have the right to inspect the premises at all reasonable times and to access there to, and to be permitted to do that purpose.
13. Trustee has no duty to examine the title, for attorney's evidence, or condition of the premises, but shall be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, and shall be liable for any acts or omissions hereunder, in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to Trustee, but no such power be here given.
14. 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 and deliver a release hereof to and at the request of any person, who shall present before or after maturity thereof, produce and exhibit to Trustee the Note, representing that all indebtedness hereby secured has been paid, and which presentation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept in the general release and described any Note which bears a certificate of identification purporting to be executed by a prior trustee hereunder to which conforms in substance with the description herein contained of the Note and which purports to be executed by the persons herein designated as the makers thereof, and where there is no such certificate of identification of the original trustee and it has never executed a certificate on any instrument, identifying the same as the Note described herein, it may accept as the genuine Note herein described any note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the persons herein designated as makers thereof.
15. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.
16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under 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 of any part thereof, whether or not such persons shall have executed the Note of this Trust Deed.
17. Without the prior written consent of the Holders of the Note, the Mortgagors shall not convey or encumber any interest in the Premises. The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of acquiescence in any such conveyance or encumbrance.
18. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE WILMETTE BANK, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

MAIL TO:

First Illinois Bank of Wilmette  
1200 Central Avenue  
Wilmette, IL 60091

Identification No. \_\_\_\_\_  
**THE WILMETTE BANK**  
By Nancy D. Lee *Nancy D. Lee*  
Secretary  
Jan. 1998

FOR RECORDERS EXTRA PURPOSES:  
INSERT FULL ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

2117 Greenwood  
Wilmette, IL 60091