

# UNOFFICIAL COPY

TRUST DEED (ILLINOIS)  
For Use With Note Form 1448  
(Monthly Payments Including Interest)

This instrument is a legal document and it is subject to the laws, neither the substance nor the form of this form makes any difference, and the parties to this instrument are hereby advised that the use of this form for a particular purpose is not intended.

THIS INSTRUMENT made January 13, 1972  
between Thomas G Hulsebosch and  
Nancy H. Hulsebosch, his wife (J)  
744 E Morris Dr, Palatine IL  
herein referred to as Mortgagors **LAKE SIDE BANK**

92228971

LIBERTYVILLE, ILLINOIS

92228971

The Above Space For Recorder's Use Only

Witness that Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, to wit: **Libertyville Note** of even date here-with executed by Mortgagors, made payable to **Bank** and delivered in and by which note Mortgagors promise to pay the principal sum of **Seven Thousand Six Hundred and  $\frac{2}{100}$**  Dollars and interest from **January 13, 1972** on the balance of principal remaining from time to time unpaid at the rate of **15  $\frac{5}{100}$**  per cent per annum, such principal sum and interest to be payable in installments as follows: **One hundred fifty six and  $\frac{09}{100}$**  Dollars on the **29th** day of **April** 1972 and **156.09** Dollars on the **29th** day of **March** 1973, such payments on account of the indebtedness evidenced by said note to be applied first to a certain set-off and interest on the said principal sum and the remainder to principal, the portion of each and installment constituting principal to be subject to a part when due to bear interest after the date for payment thereof at the rate of **15  $\frac{5}{100}$**  per cent per annum, and all such payments being made to the legal holder of said note, in writing, at which place further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid on the note, together with accrued interest thereon, shall become at once due and payable at the place of payment above and in case default shall occur in the payment of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days without notice, and that all terms therein severally and jointly presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE to secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants, indentments here-in contained by the Mortgagors to be performed, and also to secure that the sum of One Dollar in hand paid for copy hereof is hereby acknowledged, Mortgagors by these presents **CONVEY AND WARRANT** unto the Trustees of his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the **City of Palatine, COUNTY OF COOK AND STATE OF ILLINOIS** to-wit:

**LOT 2 IN BLOCK B, IN MEDALLIST PARK, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 16, 1959 AS DOCUMENT NO. 1826033.**

which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s) **02-14-205-010**

Address of Real Estate **744 E. Morris Dr., Palatine, IL**

TOGETHER with improvements, fixtures, covenants, and appurtenances thereto **belonging**, and all rents, issues and profits thereon, to have and to hold unto the Mortgagors may be entitled thereto (whenever rents, issues and profits are pledged primarily and on a parity with said real estate and no second lien) and all fixtures, apparatus, equipment or articles now or hereafter thereon there used to supply heat, gas, water, light, power, refrigeration and air conditioning (with their single units or centrally controlled) and ventilation (including (without restricting thereto) screens, window shades, awnings, doors and windows, floor coverings, major beds, stoves, and water heaters. All of the foregoing are to be and agreed to be a part of the premises, after placed on the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD to the Trustees of his successors and assigns, forever, for the purposes aforesaid upon the uses and trusts herein set forth, their heirs, assigns and beneficiaries, and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagors claim to be expressly reserved and waived.

The premises herebefore described are **Thomas G Hulsebosch and Nancy H Hulsebosch, his wife**

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written

**THOMAS HULSEBOSCH** (Seal)  
*Thomas G Hulsebosch*

92228971 (Seal)

**NANCY HULSEBOSCH** (Seal)  
*Nancy H Hulsebosch*

(Seal)

State of Illinois, County of Cook, ss: I, the undersigned a Notary Public in and for said County, do hereby certify that **Thomas Hulsebosch and Nancy Hulsebosch**

personally known to me to be the same persons whose names 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, including the release and waiver of the right of the undersigned.

OFFICIAL SEAL  
PATRICK J. MENARD  
Notary Public  
ILLINOIS  
My Comm. Expires 9/13/92

30 day of **MARCH** 1972  
**By: Brian Cain**  
NAME AND ADDRESS  
**LAKE SIDE BANK**  
1500 MILWAUKEE AVENUE  
LIBERTYVILLE, ILLINOIS 60033

OR RECORD IN SOURCE BOX NO.

RE TITLE SERVICES 2-274-12

# UNOFFICIAL COPY

THE FOLLOWING ARE THE TERMS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS.

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste, (2) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof, (4) 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, (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or 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 service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or 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 and 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. 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 additional 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 hereunder 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 reasonable 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 reasonable compensation to Trustee for each matter, including which action herein authorized may be taken, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of nine percent per annum. Inaction 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 of the part of Mortgagors.
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments may, in 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 election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur or payment of principal or interest, or in case 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 the terms of the note described on page one of this deed or by any other otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In addition 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 by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publications, costs and disbursements which may be estimated as to be expended after the date of the decree of foreclosing all such abstracts of title, title search, title insurance, guaranty policies, Torrens certificates, and similar title 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 execute the same, and holders at any sale which may be had pursuant to such decree of foreclosure of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine percent per annum, to be paid or incurred by Trustee or holders of the note in connection with any action, suit or proceeding, including but not limited to proceedings, arbitrations, proceedings, to which either of them shall be a party, either as plaintiff or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof, after accrual of such right to foreclose, whether or not such suit or proceeding is commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, or in connection with any such suit or proceeding.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, to pay all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph, second, to pay any and all other items which under the terms hereof constitute secured indebtedness, additional to that evidenced by the note hereby secured, and with interest thereon as herein provided, third, all principal and interest remaining unpaid, fourth, any overplus to Mortgagors, their heirs, assigns, representatives or assigns as their rights may appear.
9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint 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 or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be sold or occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full term of such period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the entire term of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or advisable in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court may, in any such case, authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or of such 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, (2) the deficiency in case of a sale and a deficiency.
10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
11. 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.
12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to see to it that this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him 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 and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representative of an instrument hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports 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 Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and on the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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.
15. 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

## IMPORTANT

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

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No

Trustee

22228971