

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, That The Cosmopolitan National Bank of Chicago, a Corporation as Trustee under the provisions of a Trust Agreement Dated the 23rd day of January, 1974 (hereinafter called the Grantor), of 531 Happ Road, Northfield, Illinois 60093

for and in consideration of the sum of Thirty Three Thousand Three Hundred Ninety Seven and 84/100 Dollars in hand paid, CONVEY ~~AS TRUSTEE~~ to Bank of Northfield of 400 Central Avenue Northfield Illinois 60093

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Northfield County of Cook and State of Illinois, to-wit:

Lot 7 In Re-Subdivision of Lots 19 to 25 inclusive, in Happ's Home Addition to Woodland Park, being a Subdivision of all that part of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 24, Township 42 North, Range 12, East of the Third Principal Meridian, lying East of the Center line of Happ Road and West of the Westerly line of the Right-of-Way of the Chicago & Northwestern Ry. according to the Plat thereof registered as Document No. 1379045.

PERM TAX ID NO: 04-24-201-039

ADDRESS: 531 Happ Rd. Northfield, IL 60093

Hereby releasing and waiving all right under and by virtue of the homestead exemption laws of the State of Illinois. In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor under the provisions of a Trust Agreement Dated the 23rd day of January, 1974, known as Trust Number 21051 & not personally, justly indebted upon their principal promissory note bearing even date herewith, payable

to the Bank of Northfield in the amount of \$33,397.84 in 59 payments of \$396.74 and a final payment of \$26,590.79 due on July 21, 1991.

For exculpatory provisions see Rider here to attached on the reverse side hereof which is expressly incorporated herein and made a part hereof.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) the waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or said indebtedness including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, shall be recoverable by foreclosure thereon, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, costs for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor or any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises. The Cosmopolitan National Bank of Chicago, a Corporation as Trustee under the provisions of a Trust Agreement Dated the 23rd day of January, 1974, known as Trust Number 21051 & not personally

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Bank of Northfield of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the Acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 8th day of July 1986

The Cosmopolitan National Bank of Chicago, a Corporation as Trustee under the provisions of a Trust Agreement Dated the 23rd day of January, 1974, known as Trust Number 21051 and not personally

This instrument was prepared by Virginia L. Seckler, Bank of Northfield, 400 Central Ave., Northfield, IL 60093

Attest: Geraldine M. Will Assistant Trust Officer

By: Assistant Vice President

NOTE I.D.

3540078

