

# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

LOT NINETY TWO \_\_\_\_\_ (92)

in Wood Oak Glen Phase II, being a Subdivision of the Southwest Quarter (1/4) of Section 7, Township 42 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 19, 1978, as Document Number 3011919.

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THIS DOCUMENT PREPARED BY *James K. Hebel* EDENS PLAZA BANK Wilmette, IL.



TRUST DEED

3659818

CTFC 8

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made June 1 1987 between Northbrook Trust and Savings Bank, an Illinois corporation, not personally but as Trustee under the provisions of a deed or deed in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated December 23, 1982 and known as Trust Number IT 2637, herein referred to as "First Party," and Chicago Title and Trust Company

an Illinois corporation, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of One Hundred Thirty Five Thousand and no/100 Dollars,

made payable to THE ORDER OF ~~EDENS PLAZA BANK~~ Edens Plaza Bank, an Illinois Banking Corporation and delivered, in and by which said note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of first disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.25 percent per annum in instalments (including principal and interest as follows:

Interest payable monthly beginning July 15, 1987 and on the 15th day of the month 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 Demand. 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 unless paid when due shall bear interest at the rate of 14.25 percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Wilmette, Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the Office of Edens Plaza Bank 3244 Lake Ave. in said City.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, release, alter and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS to wit:

Lot 9/1 in Wood Oaks Glen, Phase II, being a Subdivision of part of the South West 1/4 of the South West 1/4 of Section 7, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof filed on April 19, 1978, in the office of the Cook County Registrar of Titles as Document Number IR301919, in Cook County, Illinois.

Permanent TAX ID #04-07-304-014-0000 Common Address: 4324 Terri-Lyn Lane Northbrook

\*and any renewals, extensions, substitutions or modifications thereof. \*\*Rate of 2% per annum above the prime rate of lender as set by Harris Bank which may fluctuate from day to day with such rate. Floor rate of 8.25% plus 2%. \*\*\*The provisions of which note, including the due on sale clause are incorporated herein and made part of by reference. \*\*\*\*Rate of 6% per annum above the prime rate of lender as set by Harris Bank, which may fluctuate from day to day with such rate. Floor rate of 8.25% plus 2%.

The trustee hereby waives any and all right of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of each and every person except decree or judgment creditors of the trustee acquiring any interest in or title to the premises subsequent to the date of this Trust Deed,

which, with the property hereinafter described, as referred to herein as the "premises." 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 First Party, its successors or assigns 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 hereof 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, in door beds, awnings, dry 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 First Party or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, stain 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 mechanics' 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 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 notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and their contents, including material alterations in said premises except as required by law or municipal ordinance; (f) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water rates, sewer service charges, and other charges against the premises when due, and upon written request to furnish to Trustee or to holders of the note duplicate receipts therefor; (g) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (h) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loans insured 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, under 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal

MAIL TO:

Edens Plaza Bank 3244 Lake Ave. Wilmette, Illinois 60091

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

4324 Terri-Lyn Lane Northbrook, Illinois 60062

PLACE IN RECORDER'S OFFICE BOX NUMBER

RE: Title Services of RT10-194-J NOTE IDENTIFIED

3659818

UNOFFICIAL COPY

FORENSIC  
APPLICANT  
3659818

STATE OF ILLINOIS  
COUNTY OF COOK

3659818

1920  
REAL ESTATE  
EMERSON  
Date June 24, 1920  
Notary Public  
The within instrument has been identified

As trustee as aforesaid and not personally,  
Northbrook Trust and Savings Bank  
Trustee

THIS TRUST DEED WAS SECURED BY THE  
NORTHBROOK TRUST AND SAVINGS BANK  
NORTHBROOK TRUST AND SAVINGS BANK  
NORTHBROOK TRUST AND SAVINGS BANK

THE PROVISIONS OF THE TRUST AND SAVINGS BANK ACT OF THE STATE OF ILLINOIS SHALL BE APPLICABLE TO THIS TRUST DEED.  
1. Before releasing this trust deed, the trustee shall ascertain that the provisions of the trust deed have been recorded in the office of the Recorder of Deeds in the county in which the premises are situated.

2. The trustee shall not be liable for any act or omission of the trustee, except in case of gross negligence or willful default, and it shall require indemnities satisfactory to it before exercising any power conferred upon it by this trust deed.

3. The trustee shall not be liable for any act or omission of the trustee, except in case of gross negligence or willful default, and it shall require indemnities satisfactory to it before exercising any power conferred upon it by this trust deed.

4. When the holder of the note has been notified by the trustee of the maturity of the note, the holder shall have the right to pay the same to the trustee or to the holder of the note, and the trustee shall not be liable for any act or omission of the trustee, except in case of gross negligence or willful default.

5. The proceeds of the note shall be paid to the holder of the note, and the trustee shall not be liable for any act or omission of the trustee, except in case of gross negligence or willful default.

6. The trustee shall not be liable for any act or omission of the trustee, except in case of gross negligence or willful default.