

# UNOFFICIAL COPY

TRUST DEED

21 410 790

Box 805

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made— FEBRUARY 24, 1971, between

ROBERT EDEEN MARTIN and SHARON F. MARTIN, his wife

(hereinafter called "Mortgagor"), and

STATE NATIONAL BANK, a National Banking Association, doing business in Evanston, Illinois, (hereinafter called "Trustee"), witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note herein after described, (hereinafter called the "Holders of the Note"), in the principal sum of

THIRTY FIVE THOUSAND and 00/100 Dollars (\$35,000.00) evidenced by one certain Instalment Note (hereinafter called the "Note") of the Mortgagor of even date herewith, made payable to BEARER and delivered, in and by which Note the Mortgagor promises to pay such principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of 7-1/4% per cent per annum in instalments as follows:

TWO HUNDRED FIFTY TWO and 99/100 (\$252.99)

Dollars on the First day of April, 1971 and

TWO HUNDRED FIFTY TWO and 99/100 (\$252.99)

Dollars on the First day of each Month thereafter until the Note

is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the First day of February 1976. All such payments on account of the indebtedness evidenced by the 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 after maturity at the rate of 7-1/4% per cent per annum, and all of said principal and interest being payable in lawful money of the United States of America, or at the office of STATE NATIONAL BANK, in Evanston, Illinois, or at such other place as the Holders of the Note may from time to time, in writing appoint;

NOW, THEREFORE, the Mortgagor to secure the payment of the Note and the performance of the Mortgagor's covenants, conditions and provisions herein contained, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate (hereinafter called "Real Estate") and all of Mortgagor's estate, right, title and interest therein, situate, being and being in the County of Cook and State of ILLINOIS, to-wit:

Lot four (4) in Arthur Duncas' Second Addition to Lincolnwood, being a Resubdivision of Lots 1 to 5 and 11 to 15 all inclusive in Block Three (3) in A. McDaniel's Addition to Evanston, being a Subdivision of that part of the South East quarter of the South East quarter of Section Eleven (11), Township Forty-one (41) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

which, with the property hereinafter described, is hereinafter called the "premises,"

TOGETHER with all the tenements, privileges, easements, hereditaments and appurtenances now or at anytime hereafter thereto belonging, all buildings, improvements and fixtures now located on hereafter to be placed on the Real Estate, all rents, issues and profits thereof (which are hereby expressly assigned and pledged primarily and on a parity with the Real Estate as security for the payment of the indebtedness secured hereby), and all apparatus, equipment or articles now or hereafter therein or thereon of every kind and nature whatsoever, including but without limiting the generality of the foregoing, all shrubbery, shades and awnings, screens, storm windows and doors, floor coverings, indoor beds, curtain shades, venetian blinds, gas and electric fixtures, incinerators, washing machines, dryers, dishwashers, radiators, heaters, ranges, apparatus for supplying or distributing heat, hot water, light, water, air conditioning, refrigeration, power, ventilation and all other apparatus and equipment in or that may be placed in any building now or hereafter standing on the Real Estate (which are hereby agreed to be part of the Real Estate and appropriated to the use of the Real Estate, and no other affixed or annexed or not, shall for the purposes of this Trust Deed be deemed conclusively to be Real Estate and conveyed hereby) and also all the estate, right, title and interest of Mortgagor of, in and to the premises.

TO HAVE AND TO HOLD the premises unto the 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 Mortgagor does 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 Mortgagor, his heirs, successors and assigns.

WITNESS the hand and seal of Mortgagor the day and year first above written.

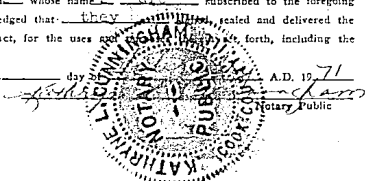
*Robert E. Martin* [SEAL] [SEAL]  
*Sharon F. Martin* [SEAL] [SEAL]

STATE OF ILLINOIS } I, \_\_\_\_\_  
COUNTY OF Cook } ss. the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT EDEEN MARTIN and SHARON F. MARTIN, his wife who are personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they voluntarily, related 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 homestead.

GIVEN under my hand and Notarial Seal this 23rd day of February, A.D. 1971

03-REL-56

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

1. Mortgagor shall (1) keep premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (2) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (4) comply with all laws, regulations and ordinances with respect to the premises and the use thereof; (5) 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; (6) make no material alterations to the premises except as required by law, regulation or ordinance.

2. Mortgagor shall pay before any penalty attaches all general 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 duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor agrees to maintain in force, at all times, fire and extended coverage insurance on the premises at their full insurable value, and also agrees to carry such other hazard insurance as Trustee or the Holders of the Note may require from time to time. Said insurance shall be carried in such companies as shall be satisfactory to Trustee or the Holders of the Note and the policies evidencing the same with mortgage clauses (satisfactory to Trustee or the Holders of the Note) attached, shall be deposited with Trustee. An appropriate renewal policy shall be delivered to Trustee not later than thirty days prior to the expiration of any current policy.

4. In addition to the monthly installments of principal and interest payable under the terms of the Note, and to provide for the payment of real estate taxes, assessments and insurance premiums required to be paid hereunder by Mortgagor, Mortgagor shall deposit with Trustee or the Holders of the Note, on each monthly payment date, as set forth in the Note, an amount equal to one-twelfth of the annual real estate taxes, assessments and insurance premiums as estimated by Trustee or the Holders of the Note. In the event such deposit shall not be sufficient to pay such taxes, assessments and insurance premiums when due, Mortgagor agrees to deposit, on demand, such additional amounts as may be required for that purpose. Such deposit shall be held without allowance of interest thereon.

5. In case of default herein, Trustee or the Holders of the Note may, but need not, make any payment or perform any act heretofore required of Mortgagor 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, response or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure, affecting the 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 attorney's fees, and any other costs, shall be paid by Trustee or the Holders of the Note to the extent of the proceeds of the lien hereof (less reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight (8%) per cent per annum (interest 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 on the part of Mortgagor. The Trustee or the Holders of the Note making any payment hereby authorized relative to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, forfeiture, tax lien or title or claim thereon.

6. Trustee or the Holders of the Note may, but shall not be required to, make advances to the Mortgagor or to his successors in title or any of them in order to enable them to make under the terms of paragraph 3 above, subject to the limitations herein stated. It is the intent hereof to secure payment of the indebtedness hereunder for the entire amount which has been advanced to the Mortgagor at a later date, or having been advanced, shall have been repaid in full, and further advances made at a later date. Such advances shall in no event operate to make the principal sum of the indebtedness greater than the sum of the principal amount of the Note. (2) no amount of amount which has been advanced to the Mortgagor or his successors in title under the terms of paragraph 5 above; and (3) that any amount made under the terms of this paragraph which shall be limited to a maximum of \$2,500.00.

7. In case of expenses of any part thereof, shall be taken by condemnation, or the Trustee or the Holders of the Note is hereby empowered to collect and receive all amounts which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be for the use of the Trustee or the Holders of the Note and shall be applied to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to Mortgagor.

8. The Trustee or the Holders of the Note may collect a "late charge" not to exceed 4% (or a minimum of \$1.00) of any installment which is not paid within 15 days from the date thereof to cover the extra expense involved in making delinquent payments.

9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, and shall make all deposits herein required, when due according to the terms hereof. If payment of the entire indebtedness hereof and all interest thereon is not made when due, or if any installment of principal or interest is not paid when due, or if any other indebtedness arising under the Note or this Trust Deed, or in the performance of any other agreement of Mortgagor contained in the Note or this Trust Deed, shall continue for a period of three days then the following provision shall apply: (a) All sums due hereunder shall, at the option of the Trustee or the Holders of the Note, be immediately due and payable, with or without notice, to Trustee, or the Holders of the Note, or any one of them, at their office, or at any other place, either before or after maturity, without notice to Mortgagor, and without requiring bond, and without regard to the solvency or insolvency of any person in the full payment of the indebtedness secured hereby, and without regard to the priority of the mortgage or the mortgage interest in a purchase money mortgage, or the benefit of the Trustee or the Holders of the Note, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and coordinate hereof, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter becoming due, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency thereon.

10. In the event the ownership of the premises, or any part thereof, is vested in a person other than the Mortgagor, the Trustee or Holders of the Note may, without notice to the Mortgagor, deal with and dispose of or successors in interest with reference to this Trust Deed and the debt hereby secured in the same manner as with the Mortgagor, and may further to use or give extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder, or upon the debt hereby secured. The sale or transfer of the premises or an assignment of beneficial interest in the premises, without the written consent of the Trustee or the Holders of the Note, shall constitute a default by Mortgagor hereunder.

11. In any foreclosure of this Trust Deed, there shall be allowed and included in the decree for sale, to be paid out of the rents, or the proceeds of such sale, all principal and interest remaining unpaid and secured hereon, (b) all other items advanced or paid by Trustee or the Holders of the Note pursuant to this Trust Deed, with interest at eight (8%) per cent per annum from the date of advancement; and (c) all court costs, attorney's fees, appraiser's fees, expenses for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of providing all abstracts of title, title searches and examinations, title insurance policies, Totten's certificates, and similar data with respect thereto which Trustee or Holders of the Note may deem necessary in connection with such foreclosure proceeding.

12. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are enumerated herein; second, all other liens which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as provided; third, all principal and interest, remaining unpaid on the Note; fourth, any surplus to Mortgagor, his heirs, legal representatives or assigns, as their rights may appear.

13. No action for the enforcement of the lien or of any provision hereof, shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

14. 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.

15. Neither Trustee, nor any of its agents or attorneys, nor Holders of the Note, shall be liable for any acts or omissions hereunder, except in case of its own willful and wanton neglect or of its agents or attorneys, and Trustee and Trustee may be held liable only if before exercising any power or authority herein given. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to reveal this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof.

16. This Trust Deed and the lien created hereby shall be released by Trustee upon full payment of all indebtedness secured hereby, the performance of the covenants herein made by Mortgagor, and the payment of the reasonable fees of Trustee. Trustee may execute and deliver such release to, and at the request of, any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the Note and Trust Deed representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry and where Trustee has not executed a certificate on any instrument identifying the same as the Note described herein, it may accept as the secure Note 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 makers thereof.

17. Trustee may at any time resign by instrument in writing filed in the office of the Recorder or Registrar of this county in which this instrument shall have been recorded or registered. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar 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.

18. This Trust Deed and all provisions hereof shall extend to and be binding both jointly and severally, upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed.

19. STATE NATIONAL BANK, personally, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not in default, and said Bank as a holder of the Note or any interest therein and every subsequent holder shall be entitled to all the same priority and to all the same rights and remedies as are in this Indenture given to the Holders of the Note, with the effect as if said Bank were not the Trustee under this Indenture; and no merger of the interest of said Bank as a holder of the Note and as Trustee hereunder shall be deemed to occur at any time. Any action or remedies provided in this Indenture to be taken by the Trustee or the Holders of the Note may be taken or had jointly by the Trustee and any holder of the Note.

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Jan 17 1955 AM

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

The Note mentioned in the within Trust Deed has been identified herewith under Identification No. 12936 STATE NATIONAL BANK, as Trustee. By [Signature] Assistant Secretary.

END OF RECORDED DOCUMENT

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Office