

IMPORTANT SEP 13 1971

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SEP 13 60-64-743 AM

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

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 13, 1971, between

--GRACE M. NASH, a widow and MARY ELLEN NASH, a spinster--

of the City of Highland Park, County of Lake, State of Illinois-- (the "Mortgagors" and

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, a national banking association duly qualified to act as Trustee and located at 800 Davis Street, Evanston, Illinois, as Trustee (said First National Bank and Trust Company of Evanston in its capacity as Trustee hereunder being referred to as "Trustee" and in its individual capacity being referred to as "Bank"), witnesseth:

WHEREAS, the Mortgagors are justly indebted to the Bank as evidenced by the note hereinafter described and may subsequently become further indebted to the Bank on account of additional advances made by the Bank to the Mortgagors as herein referred to;

NOW, THEREFORE, the Mortgagors for good and valuable consideration, the receipt whereof is hereby acknowledged, and to secure the payment of all principal of and interest accrued or to accrue on the following described indebtedness (the "indebtedness secured hereby"):

(a) The indebtedness of the Mortgagors to the Bank evidenced by that certain promissory note of the Mortgagors of even date herewith, payable to bearer and delivered to the Bank in the principal sum of FORTY THOUSAND \$40,000.00 Dollars (\$40,000.00), such principal sum, together with interest thereon at the rate provided for in said note, being expressed to mature in 240 consecutive monthly installments, with the final installment thereon, if not sooner paid, due on August 1, 1991;

and (b) Additional indebtedness of the Mortgagors or their successors in title to the Bank arising from additional advances made by the Bank to the Mortgagors or their successors in title prior to the cancellation of this Trust Deed and evidenced by the written obligation or obligations of the Mortgagors or such successors reciting therein that such obligation or obligations evidence an additional advance under, and are secured by, this Trust Deed and with such other terms and conditions as may be agreed upon by the Mortgagors or such successors and the Bank, provided that the aggregate principal amount of the indebtedness secured by this Trust Deed (exclusive of all interest, charges, fees, costs and expenses and all advances made to preserve or protect the mortgaged premises and to perform any covenant or agreement of the Mortgagors herein contained) shall not at any time exceed FIFTY EIGHT THOUSAND Dollars (\$58,000.00);

and to secure the performance and observance of all of the covenants and agreements of the Mortgagors herein contained, do by these presents CONVEY AND WARRANT to the Trustee and its successors in trust and assigns the following described real estate (the "premises") located in Cook County, Illinois and legally described as follows:

Unit No. 10 as delineated on the Plat of Survey of the following described real estate (hereinafter referred to as "Parcel"): Lot 3 (except the North 100.0 feet of the East 365.90 feet thereof; except the South 37.16 feet thereof; except the West 200.25 feet thereof and except the East 376.33 feet lying South of and adjoining the North 100.0 feet thereof) together with the South 2.0 feet (except the West 200.25 feet and except the East 365.90 feet thereof) of Lot 2 and Lot 5 (except the North 60.0 feet of the East 330.0 feet thereof and also except the East 233.0 feet thereof; also excepting therefrom that part delineated for Somerset Lane as per document Number 21296603 recorded October 11, 1970; also excepting therefrom all that part taken for "The Commons in Northbrook Number Two"), all in Superior Court Partition of the East half of the Southeast quarter of the Northeast quarter of Section 16, Township 4 North, Range 12, East of the Third Principal Meridian, according to the Plat recorded February 24, 1928 as Document Number 9936295, in Cook County, Illinois, which Plat of Survey is attached as Exhibit D to Declaration of Condominium made by First National Bank & Trust Company of Evanston, a National Banking Association, as Trustee under Trust Agreement dated June 23, 1969 and known as Trust No. R-1422, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 21565058, together with an undivided 8.476 percent interest in said parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Plat of Survey).

Mortgagor also hereby grants to Trustee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and in a certain Declaration of Covenants and Restrictions and Plan for Condominium Ownership for the Commons in Northbrook (hereinafter referred to as "the Master Declaration") which was recorded as Document No. 21173838,

This Trust Deed is subject to all rights, terms, liens, easements, restrictions, conditions, covenants and reservations contained in the said Declaration and the said Master Declaration the same as though the provisions of said Declaration and Master Declaration were recited and stipulated at length herein, with the property hereinafter described, is referred to herein as the "premises";

"All of the covenants and obligations of the Mortgagor to the Trustee and the holder of the Note which are contained in a Condominium Agreement on file with the Trustee which is dated, executed and delivered concurrently herewith, to which reference is hereby made, are hereby incorporated herein, in the manner and on the terms set forth in said Agreement, as fully as if written out verbatim in this Trust Deed."

THE ADDRESS FOR LEGAL NOTICE TO THE TRUSTEE SHALL BE:

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON
800 Davis Street
Evanston, Illinois.

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances therein belonging, and all rents, issues and profits thereon (so long and during all such times as Mortgages 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 (whether single units or centrally controlled) now or hereafter therein or thereon used for heating, lighting, gas, air conditioning, water, light, power, refrigeration, ventilation, elevator service and sprinkler protection, including (without restriction) screens, window shades, storm doors and windows, floor coverings, in-a-door beds, awnings, vacuum cleaners, incinerators, stoves and sinks, and all apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, his 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 Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien the lien hereof; (3) upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the indebtedness secured hereby; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

2. Mortgagors shall pay all taxes, penalties, 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 indebtedness secured hereby duplicate receipts herefor. 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 or windstorm and such other hazard, and file 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 indebtedness secured hereby, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the indebtedness secured hereby, such rights to be evidenced by a standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the indebtedness secured hereby, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.

4. In case of default therein, Trustee or holders of the indebtedness secured hereby, or any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title liens herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or holders of the indebtedness secured hereby or any of them, to protect the mortgage secured hereby and the lien hereof, plus reasonable compensation shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum, fraction of the indebtedness secured hereby and of the indebtedness secured hereby shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors. The Trustee or the holders of the indebtedness secured hereby making any payment hereby authorized relating to taxes or assessments, or estimate or into the validity of any tax, assessment, or forfeiture, tax lien or title or claim thereof.

5. The Mortgagors will not, without the prior written consent of the holder or holders of the indebtedness secured hereby being first had and obtained, make, permit, cause, or contract or agree to, the sale, assignment, transfer or lease of said premises, or any portion thereof or interest therein, or make or permit any material alteration in said premises except as required by law or municipal ordinance.

6. Mortgagors shall pay each lien of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the indebtedness secured hereby, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in any note or other obligation evidencing the indebtedness secured hereby, or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in any covenant when due of any principal or of interest on the note, or (b) when default shall occur in the observance or performance of any covenant of Mortgagors contained in paragraph 5 hereof, or (c) when default shall occur in the observance or performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness secured hereby shall become due whether by principal or otherwise, holders of the indebtedness secured hereby, or any of them, or Trustee shall have the right to foreclose the lien hereof, in any way 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 indebtedness secured hereby, or any of them, for attorneys' fees, Trustee's fees, a notary's fees, outlays for documentary and expert witness, stenographers' charges, publication costs and costs (which may be estimated as to items not so expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, trustee policies, Torrens certificates, and similar charges, and insurance with respect to title as Trustee or holders of the indebtedness secured hereby, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to persons of the nature in this paragraph 7 mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred, by Trustee or holders of the indebtedness secured hereby in connection with (a) 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 secured hereby; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether 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.

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1. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph 7 hereof; second, all other items which under the terms of paragraph 4 hereof constitute additional indebtedness secured hereby with interest thereon as herein provided; third, all principal and interest remaining unpaid on the indebtedness secured hereby; fourth, any surplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of any suit to foreclose this Trust Deed, the court in which such suit is filed may, either before or after sale without notice to the Mortgagee, or any party claiming thereunder, and without giving bond on such application (any and all such notices and bond being hereby expressly waived), and also without regard to the solvency or insolvency at the time of such application of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises or whether the same shall then be occupied by the owner thereof or by any other person, and whether the same are then owned by the Trustee or trust hereunder for the benefit of the holders of the indebtedness secured hereby or, upon application of the Trustee or any holder of the indebtedness secured hereby, enter an order as provided by statute placing the Trustee or any holder of the indebtedness secured hereby in possession of the premises with power in either case to collect the rents, issues and profits of said premises, then due and to become due during the pendency of such foreclosure suit and in case of a sale and deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any further times when Mortgagee, except for the benefit of the holder of the indebtedness secured hereby in possession as aforesaid, would be entitled to collect such rents, issues and profits, and the court may from time to time authorize said receiver or person in possession, as the case may be, to apply the net amount in his hands in payment (in whole or in part) of any or all of the items following: (1) amount due upon the indebtedness secured hereby; (2) amount due upon any decree entered in any suit foreclosing this Trust Deed; (3) insurance of the improvements upon said premises; (4) taxes, special assessments, water rates or any other lien or charge upon said premises that he or become a lien or charge upon said premises or (exclusive) remedy it shall be lawful for the Trustee, its agents or attorneys (although none of them shall be under any obligation so to do) forthwith, either with or without process of law, forcibly or otherwise, to enter upon and take possession of said premises and property, to expel and remove any person, goods or chattels occupying or upon the same, and to collect and receive all the rents, issues and profits thereof, and to manage and control the same, making from time to time all such repairs and improvements as may be necessary to preserve the same, and from time to time and after deducting all reasonable trustee's solicitors' and attorneys' fees and all expenses incurred in the protection, care, repair and management of said premises, apply the remaining net income upon the indebtedness secured hereby in the same manner as is hereinbefore specified upon a sale of said premises under foreclosure, in the event of default hereunder, as above provided. Mortgagee agrees to pay to the Trustee, or to any receiver appointed for said premises or any person in possession of the premises as aforesaid, the reasonable rental value from the date of such default of any parts of said premises occupied by Mortgagee, without regard to the then value of said premises and regardless of whether or not decree of sale has been entered or sale had thereon.

10. 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 intervening same in any action at law upon the notes or other obligations evidencing the indebtedness secured hereby. If Mortgagee is a corporation, it hereby waives any and all rights 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 Mortgagee, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

11. The Trustee or any holder of the indebtedness secured hereby shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. The Trustee shall have no responsibility as to the validity of this instrument or of the lien purporting to be hereby created or for the consequences of any breach on the part of the Mortgagee or any of the covenants herein contained; that the Trustee shall be under no obligation to do or refrain from doing any act hereunder except upon the written request of the holders of the indebtedness secured hereby and upon having first indemnified, as often as may be required, to its full satisfaction; that the Trustee may buy, sell, own and deal in the indebtedness secured by this Trust Deed, and may enforce its rights as such holder to the same extent as if it were not a party hereto; that the Trustee, or any successor trustee, may at any time and from time to time, under the provisions of this deed, except in case of its, his or their own gross negligence or willful misconduct; that in case FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON merges or consolidates with, or is succeeded by, or is succeeded by any other corporation, firm or partnership, or by another corporation having trust powers, such corporation shall be trustee hereunder with the same effect as if originally appointed as such trustee, and the Trustee hereunder shall be deemed to have resigned and discharged from its duties and obligations as such trustee, and any such resignation or discharge shall be deemed to have taken effect from the date of such merger, consolidation, succession or appointment, and further that in case of the resignation, disability or refusal to act of the Trustee at any time when its action hereunder may be required by any person entitled thereto, then CHICAGO TITLE AND TRUST COMPANY, a corporation created and existing under the laws of the State of Illinois and doing business in the City of Chicago, Illinois, shall be and it is hereby appointed and made successor in trust to said Trustee under this Trust Deed, with identical powers and authority, and the title to said premises shall thereupon become vested in such successor in trust for the uses and purposes aforesaid.

13. The 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 the Trustee may execute and deliver a release hereof to and at the request of any party requesting that all indebtedness secured hereby has been paid, which presentation the Trustee may accept as true without inquiry. The Trustee shall in no event be obligated to ascertain whether any additional advance referred to in item (a) of the granting clause hereof has been made hereunder, unless the written obligation of the Mortgagee evidencing such additional advance has been heretofore presented to the Trustee for identification as herein provided; in no event shall any successor trustee have any duty to inquire or ascertain whether any additional advance referred to in item (a) of the granting clause hereof has been made hereunder, whether or not the written obligation or obligations evidencing the same have been identified by the Trustee hereunder. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described in item (a) above any note which bears a certificate of identification purporting to be executed by the persons herein designated as the makers thereof; and where the receipt of the original instrument has been received by the Trustee, he may accept as the genuine note herein described in item (a) above 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. In the event any note or obligation presented to the Trustee or its successors hereunder in connection with any such release bears thereon any endorsement of any person who was or was purported to be a holder thereof, the Trustee or any successor trustee may accept such endorsements as genuine without further inquiry, but the Trustee or any successor trustee may also, but shall not be obligated, to require that all such signatures on such endorsements be guaranteed by a bank or trust company.

14. In order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mortgagee, Mortgagee shall pay to the holders of the indebtedness secured hereby, or such other person, firm or corporation as the holders of the indebtedness secured hereby may designate, on each monthly payment date, an amount equal to 1/12th of the annual taxes and assessments assessed against the premises or such greater amount as the taxes and assessments may be payable with respect to the premises in that calendar year. The money thus deposited in such insurance and tax accounts shall be held without interest and shall be applied to the payment of such taxes and assessments on the first day of January of each year. Insurance policies when the same expire or for paying premiums thereon, and in the event any deficit shall exist in the amount of such deposits Mortgagee agrees to deposit any amount necessary to make up the deficiency. Nothing shall prevent the holders of the indebtedness secured hereby from paying taxes, assessments and insurance premiums on their own account, and in the event of default in the performance of any of the covenants and agreements relative to the payment of taxes, assessments and insurance premiums, in case of default in the indebtedness secured hereby, any and all sums then on deposit on account of the indebtedness secured hereby, shall be immediately and exclusively applied to the payment of such taxes, assessments and insurance premiums. In the event of default in the performance of any of the covenants and agreements relative to the payment of taxes, assessments and insurance premiums, in case of default in the indebtedness secured hereby, any and all sums then on deposit on account of the indebtedness secured hereby, shall be immediately and exclusively applied to the payment of such taxes, assessments and insurance premiums. In the event of default in the performance of any of the covenants and agreements relative to the payment of taxes, assessments and insurance premiums, in case of default in the indebtedness secured hereby, any and all sums then on deposit on account of the indebtedness secured hereby, shall be immediately and exclusively applied to the payment of such taxes, assessments and insurance premiums.

15. Each and every remedy herein conferred upon or reserved to the Trustee or the holders of indebtedness secured hereby shall be cumulative and shall be in addition to every other remedy given hereunder by law or otherwise, and no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed as a waiver of any such default or acquiescence therein; that any such right and power may be exercised from time to time and as often as may be deemed expedient. This Trust Deed and all when used herein shall include all such notes and agreements upon Mortgagee and all persons claiming under or through Mortgagee, and the word Mortgagee executed this Trust Deed or any note or obligation evidencing any of the indebtedness secured hereby.

In Witness Whereof this Trust Deed was executed and attested by Mortgagees the day and year first above written.

(SEAL) *Grace M. Nash* (SEAL)
 (SEAL) *Mary Ellen Nash* (SEAL)
 Mary Ellen Nash

STATE OF ILLINOIS
 COUNTY OF COOK
 JOANN B. GUSTAVSON

Notary Public, in and for said County, in the State aforesaid, Do hereby certify that **GRACE M. NASH, a widow and MARY ELLEN NASH, a spinster**

who (is/are) personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he/(she, they) signed, sealed and delivered the said instrument as his/(her, their) free and voluntary act, for the uses and purposes therein set forth, including the release and satisfaction of the original instrument and that he/(she, they) are the same person(s) who executed the same as set forth in the foregoing Instrument.

President and Secretary of said Company, personally known to me to be the same persons whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary, then and there acknowledged that he/(she), as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his/(her) own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of August, A.D. 1911.

My Commission Expires: 6-22-12 *Joann B. Gustavson* Notary Public

The note mentioned in item (a) of the granting clause of the within Trust Deed has been identified herewith, under identification No. 21618209

DELIVER TO: BOX 661

ADDRESS of property: 1873 Somerset Lane
 City of Northbrook, Illinois

By *Patricia B. Joffe*
 Trust Officer

END OF RECORDED DOCUMENT