

# UNOFFICIAL COPY

BOX 305

1986 TRUST DEED

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THIS INDENTURE, Made this 30th day of July A.D. 1970 by and between JOHN K. HOLTON and HOLLY O. HOLTON, his wife

of the Village of Wilmette in the County of Cook and State of Illinois (hereinafter, "Mortgagor"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association organized and existing under and by virtue of the laws of The United States of America, and doing business and having its principal office in the City of Chicago, County of Cook and State of Illinois, as Trustee (hereinafter, "Trustee"). WITNESSETH:

THAT, WHEREAS, MORTGAGOR is justly indebted to the legal holder or holders of the Promissory Instalment Note hereinafter described in the Principal Sum of

THIRTY FIVE THOUSAND AND NO/100 Dollars (\$ 35,000.00 ), evidenced by one certain Promissory Instalment Note (the identity of which is evidenced by the certificate thereon of Trustee), bearing even date herewith, made payable to bearer and delivered, which Instalment Note (hereinafter, the "Note"), bears interest from August 16, 1970 until maturity at the rate therein set forth, and which principal and interest is payable as follows:

The sum of Two Hundred Seventy and 14/100 Dollars (\$270.14) due and payable on September 16, 1970, and the sum of Two Hundred Seventy and 14/100 Dollars (\$270.14) due and payable on the 16th day of each and every month thereafter to and including July 16, 1995, and the balance of said principal sum and all interest then due on August 16, 1995; each of said monthly payments of Two Hundred Seventy and 14/100 Dollars (\$270.14) shall be applied first in payment of interest at the rate specified in said note remaining from time to time unpaid and second on account of said principal sum.

said principal instalments bearing interest after maturity at the rate of eight per centum per annum, and all of said principal and interest payments being payable in lawful money of The United States, at such banking house in Chicago, Illinois, as the legal holder(s) of the Note may in writing appoint, and until such appointment at the office of The First National Bank of Chicago, in the City of Chicago and State of Illinois; and by which Note, it is agreed that the principal sum thereof, together with accrued interest thereon, in case of default as provided in this Trust Deed, may at any time without notice, become at once due and payable at the place of payment in said Note specified, at the election of Trustee or of the holder(s) of the Note.

NOW, THEREFORE, Mortgagor for the purpose of securing the payment of the Note and the performance of the Mortgagor's agreements 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 Trustee, its successors and assigns, the following described Real Estate, situate, lying and being in the City of Evanston County of Cook and State of Illinois, to wit:

The East 90 feet of lots 1 and 2 in block 32 in Evanston In West 1/2 of Southeast 1/4, Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

which, with the property hereunder described, is referred to as the "Premises" TOGETHER with all the tenements, hereditaments, privileges, easements, and appurtenances now or at any time hereafter thereunto belonging, all buildings and improvements now located or hereafter to be erected on the premises, the rents, issues and profits thereof (which rents, issues and profits are hereby expressly assigned, it being understood that the pledge of the rents, issues and profits made in and by this Trust Deed is not a secondary pledge but is a primary pledge to a party with the mortgaged property as security for the payment of the indebtedness secured hereby), and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all shrubbery, shades and awnings, storm windows and doors, curtain fixtures, venetian blinds, gas and electric fixtures, radiators, heaters, ranges, bathtubs, sinks, apparatus for supplying or distributing heat, light, water, air conditioning, and all other apparatus and equipment in or that may be placed in any building now or hereafter standing on the premises, (which are hereby understood and agreed to be part and parcel of the real estate and appropriated to the use of the real estate, and whether 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 said premises.

TO HAVE AND TO HOLD the above described premises unto Trustee, its successors and assigns forever, for the purposes, uses and trusts herein set forth, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of the Mortgaged Property after any default in the payment of said indebtedness or after any breach of any of the agreements herein contained.

This Trust Deed consists of two pages. The agreements, conditions and provisions appearing on page (the reverse side of this Trust Deed) are incorporated herein by reference and are hereby made a part hereof and shall be binding on the Mortgagor, their heirs, successors and assigns.

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

John K. Holton [SEAL] Holly O. Holton [SEAL]

STATE OF ILLINOIS } ss. I, Louise P. Zaberek a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John K. Holton and Holly O. Holton, his wife are 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 homestead.

GIVEN under my hand and Notarial Seal this 7th day of August AD. 1970 Louise P. Zaberek Notary Public

The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith.

R. E. No. REO 35476 AWS

The First National Bank of Chicago, Trustee By Assistant Cashier

Box 305

THE AGREEMENTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE HEREOF.

1. Mortgagor agrees to pay each item of indebtedness secured hereby, when due, according to the terms hereof.

2. Mortgagor agrees,

- (a) to keep the premises in good repair and make all necessary replacements;
- (b) to restore or rebuild promptly any building or improvement now or hereafter on the premises which may become damaged or destroyed;
- (c) to comply with all laws and municipal ordinances with respect to the premises and their use;
- (d) to keep the premises free from liens of mechanics and materialmen, and from all other liens, charges, or encumbrances prior to or on a parity with the lien of this Trust Deed;
- (e) to permit the Trustee or holder(s) of the Note access to the premises at all reasonable times for purposes of inspection;
- (f) not to do, nor permit to be done upon the premises, anything that might impair the value thereof, or the security conveyed hereby.

Mortgagor further agrees that no substantial repairs or remodeling of the premises shall be made unless the written consent of the Trustee or the holder(s) of the Note shall first have been obtained and Mortgagor shall have deposited with Trustee a sum of money sufficient in the judgement of Trustee or the holder(s) of the Note to pay in full the cost of such repairs or remodeling. Trustee is hereby authorized to apply the money so deposited either during the progress of such repairs or remodeling, or upon completion thereof, in payment of the cost thereof and of the reasonable fees of Trustee.

3. Mortgagor agrees to pay promptly, and before any penalty attaches, all water rates, sewer charges, general and special taxes and assessments of any kind which may be levied, assessed, charged, or imposed upon the premises and to deliver to Trustee, upon request, satisfactory evidence of such payment. Mortgagor, to prevent default hereunder, will pay in full, under protest in the manner provided by law, any tax or assessment which Mortgagor may desire to contest.

4. 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 holder(s) 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 holder(s) of the Note and the policies evidencing the same with mortgage clauses (satisfactory to Trustee or the holder(s) of the Note) attached, shall be deposited with Trustee. An appropriate renewal policy shall be delivered to Trustee not later than ten days prior to the expiration of any current policy.

5. 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 and assessments required to be paid hereunder by Mortgagor, Mortgagor shall deposit with Trustee, on each monthly payment date, as set forth in the Note, a sum equal to one-twelfth of the annual real estate taxes and assessments as estimated by Trustee. In the event such deposit shall not be sufficient to pay such taxes and assessments when due, Mortgagor agrees to deposit, on demand, such additional amounts as may be required for that purpose.

6. Upon default by the Mortgagor of any agreement herein, Trustee or the holder(s) of the Note may, but need not, make any payment or perform any act herein 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 and co-ordinate encumbrances, if any, and purchase, discharge, compromise, or settle any lien, encumbrance, suit title or claim thereof, or redemption from any tax sale or forfeiture affecting the premises, or contest any tax or assessment. Any payments made or advanced for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable compensation of Trustee, attorneys' fees, and any other payments made by Trustee or holder(s) of the Note, to protect the premises or the lien hereof, including all costs and expenses in connection with (i) any proceeding, including probate and bankruptcy proceedings to which Trustee or holder(s) of the Note shall be a party, either as plaintiff, claimant, or defendant, by reason of this Trust Deed, or any indebtedness secured hereby, or (ii) preparations for the commencement of any suit, or the foreclosure hereof, after accrual of such right to foreclose, whether or not such suit is actually commenced, shall be so much additional indebtedness secured hereby and shall become immediately due and payable, without notice, and with interest thereon at eight percent per annum. In making any payment herein authorized, Trustee, or the holder(s) of the Note shall be sole judges of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.

7. With respect to any deposit of funds made by the Mortgagor with Trustee hereunder, it is agreed as follows:

- (a) Mortgagor shall not be entitled to any interest on any of such deposits.
- (b) Such deposits shall be held and used exclusively, as herein provided, and shall be irrevocably appropriated by Trustee for such purposes as shall not be subject to the direction or control of the Mortgagor.
- (c) If a default occurs in any of the terms hereof, or of the Note, Trustee may, at its option, and shall, upon written direction by the holder(s) of the Note, notwithstanding the purpose for which said deposits were made, apply the same in reduction of said indebtedness, or any other charges then accrued, or to accrue, secured by this Trust Deed.

8. If default shall occur in the payment of any monthly installment of principal and interest as provided in the Note; or in the payment of 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, and shall continue for a period of three days, then the following provisions shall apply:

(a) All sums secured hereby shall, at the option of Trustee or the holder(s) of the Note, become immediately due and payable, without notice.

(b) Trustee, or the holder(s) of the Note may immediately foreclose the lien of this Trust Deed. The court in which any proceeding is pending for such purpose, or at any time thereafter, either before or after sale, without notice to Mortgagor, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, or the occupancy thereof as a homestead, appoint a receiver for the benefit of Trustee or the holder(s) of the Note, with power to collect the rents, issues and profits of the premises, due or 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, principal and co-ordinate liens, if any, and taxes, assessments, water and other utilities and insurance, thereafter accruing and may make any payment for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree.

9. In any foreclosure of this Trust Deed, there shall be included in the decree for sale, to be paid out of the rents, or the proceeds of such sale,

- (a) all principal and interest remaining unpaid and secured hereby;
- (b) all other items as stated or paid by Trustee or the holder(s) of the Note pursuant to this Trust Deed, with interest at eight percent per annum from the date of advancement of the same;
- (c) all court costs, attorneys' fees, appraiser's fees, expenditures 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 procuring all abstracts of title, title searches and examinations, title guaranty policies, Torren's certificates, and similar data with respect to title which Trustee or holder(s) of the Note may deem necessary in connection with such foreclosure proceeding.

10. The proceeds of any foreclosure sale of the premises shall be distributed and paid in the following order of priority:

First, on account of all costs and expenses incident to the foreclosure proceeding, including all items enumerated herein; second, all other liens which, under the terms hereof, constitute additional secured indebtedness, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagor, their heirs, successors, or assigns.

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

12. 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 agreements 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 never executed a certificate on any instrument identifying the time as the Note described herein, it may accept as the genuine 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.

13. It is expressly agreed that neither Trustee, nor any of its agents or attorneys, nor the holder(s) of the Note, shall incur any personal liability on account of anything that it, he or they may do or omit to do under the provisions of this Trust Deed, except in case of its, his or their own willful misconduct.

14. The agreements herein contained, shall extend to and be binding upon Mortgagor and any and all persons claiming through or under Mortgagor, the same as if they were expressly contracted and expressed by and all the agreements herein shall be both jointly and severally, and shall inure to the benefit of Trustee, its successors and assigns, and of the holder(s) of the Note.

15. Except as herein expressly provided to the contrary, no remedy or right herein conferred upon or reserved to the Trustee, or to the holder(s) of the Note is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder and now or hereafter existing. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holder(s) of the Note.

16. The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Trust Deed shall not affect the remaining portions of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.

17. Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the office of the Recorder (or Registrar) of the County in which this instrument shall have been recorded (or registered).

18. In case of the resignation, inability or refusal to act of The First National Bank of Chicago, as Trustee, at any time when its action hereunder may be required by any person entitled thereto, then the Chicago Title and Trust Company shall be, and it is hereby appointed and made successor in trust to The First National Bank of Chicago, as Trustee under this Trust Deed, with identical powers and authority, and the title to said Mortgaged Property shall thereupon become vested in such successor in trust for the uses and purposes aforesaid.

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