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This Indenture, Made

August 24

19 73, between Abraham Landa

and Eva Landa, his wife

herein referred to as "Mortgagors," and

Evanston Bank

an Illinois banking corporation doing business in Evanston, Illinois, herein referred to as TRUSTEE, witnesseth:

evidenc . by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

BEARER

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and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and

on the balance of principal remaining from time to time unpaid at interest

7-3/ per cent per annum in instalments as follows: Two Hundred Ninety-three & 08/100----the rate of Dollars on the 1st day of November 1973 and Two Hundred Ninety-three &

08/100---- Dollars or the day of each subsequent month 1st

thereafter until (aid note is fully paid except that the final payment of principal and

interest, if not sconer paid, shall be due on the 1st day of October 1998. All such payments on account of the indebtedness ride ced by said note to be first applied to interest on the unpaid principal balance and the rema uder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principals.

cipal and interest being made payable at Luc', anking house or trust company in

Evanston. Illinois, as the holders of the not may, from time to time, in writing appoint, and in absence of such appointment, then at the office of B'ANSTON BANK in said City.

This Trust Deed and the note secured hereby are not assumable and become immediately due and payable in full upon vesting of title in other than the grantor(s) of the fru t Deed.

NOW, THEREFORE, the Mortgagors to secure the pa on at of the said principal sum of money and said interest in accordance with the terms, provisions and it in tions of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situations.

ate, lying and being in the Village of Skokie, County of Cook to wit:

AF STATE OF ILLINOIS,

Lot 5 in Block 8 in George F. Nixon and Company's Rapid Transit Park, being a subdivision in the South half of the North Wist quarter of Section 26, and the North East quarter of Section 27, Township 41 North, Range 13, East of the Third Principal Meridian, in Skokie, in Cook County, Illinois.**

Permanent Tax No. 10-26-110-013

which, with the property hereinafter described, is 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 Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all appuratus, equipment or articles now or hereafter therein 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

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doors and windows, floor coverings, inador beds, awnings, stoves 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 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, 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 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 no 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 mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 evilence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a report 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 unattered; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgago's reall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessment, water charges, sewer service charges, and other charges against the premises when due, and the upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prev at default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, my to or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep continuity and improvements now or hereafter situated on said premises insured against loss or camar a by fire, lightning or windstorm under policies providing for payment by the insurance compa ies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the most conducts secured hereby, all in companies satisfactory to the holders of the note, under insurance p licies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such right to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all prices, including additional and renewal policies, to holders of the note, and in case of insurance about the expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore require of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or par dal payments of principal or interest on prior encumbrances, if any, and purchase, discharge, comproduce or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreiture laffecting said premises or contest any tax or assessment. All moneys paid for any of the process herein authorized and all expenses paid or incurred in connection therewith, including attorneys level, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured here; and shall become immediately due and payable without notice and with interest thereon at the maximum are permitted by law. Inaction of Trustee or holders of the note shall never be considered as a waiv r of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making (a.) hyment hereby authorized relating to taxes or assessments, may do so according to any bill, state—en' r estimate procured from the appropriate public office without inquiry into the accuracy of such bill, s'atement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or c'a m thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both princ pal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwiths and real anything in the note or in this Trust Deed to the contrary, become due and payable (a) in meditally in the case of default in making payment of any instalment of principal or interest on the note, at (b) when default shall occur and continue for three days in the performance of any other agreement. Of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or of ierwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to food close the lien hereof, there shall be allowed and included as additional indebtedness in the decree foosale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bank-ruptcy 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 hereby secured; or (b) preparations for the com-

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mencement 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.

- 8. 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 hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as synthetic receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full tantify period of redemption, whether there be redemption or not, as well as during any further times yen Mortgagors, except for the intervention of such receiver, would be entitled to collect such rent; is sees and profits, and all other powers which may be necessary or are usual in such cases for the precessor, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in paymer in whole or in part of; (1) The indebtedness secured hereby, or by any decree foreclosing this trues deed or any tax, special assessment or other lien which may be or become superior to the lien hereof or on such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of sale and deficiency.
- 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 interposing same in an action at law upon the note hereby secured.
- 11. Trustee or the of the note shall have the right to inspect the premises at all reasonable times and access the sto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to regard this trust deed or to exercise any power herein given unless expressly obligated by the terms heriof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or mission at to that of the agents or employees of Trustee, and it may require indemnities satisfactory to it left to exercising any power herein given.
- 13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebt areas secured by this trust deed has been fully paid; and Trustee may execute and deliver a releas; hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears are children of identification purporting to be executed by a prior trustee hereunder or which conforms in the convert with the description herein contained of the note and which purports to be executed by the purpose thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note describe it berein, it may accept as the genuine note herein described any note which may be presented and which purports to be executed by the persons herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the care of the Recorder or Registrar of Titles in which this instrument shall have been recorded or him. In case of the resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Carpany shall be the first Successor in Trust, and in case of its resignation, inability or refusal to act the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mort gagors and all persons claiming under or through Mortgagors, and the word "Mortgagors, when we used herein shall include all such persons and all persons liable for the payment of the ir deladences or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

	he handand	1	Mortgagor	the day	and year	first above		BBAL-1
Eva d			[6BAL.]				de salvadivelj	[SHAIL]

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MICORDER OF SEROS COOK COUNTY, ILLINOIS *22458514 STATE OF ILLINGISTS) 13. 1 28 PM COUNTY OF a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ABEAHAM LANDA LAMDA, HIS WIFE who All personally known to me to be the same person S whose name S subscribed to the foregoing Instrument, appeared before me this day in person nd acknowledged that THEY signed, scaled and delivered the said Instruas THE R free and voluntary act, for the uses and purposes therein set fort, including the release and waiver of the right of homestead. CAVEN under my hand and Notarial Seal this. _, A. D. 19.73 My Commission Expires April 3, 1977 The Instalme, t N to mentioned in the within Trust Deed ha ben identified herewith under rower and lender, the n.co. n.m., by this Trust Deed abould w. it. iti-fied by the Trustee name! havin before the Trust over is filed for for the protection of both the box AFTER RECORDING IMPORTANT EVANSTON BANK MAIL THIS INSTRUMENT TO EVANSTON Identifica in No. ADDRESS INITIALS _____ 8-27-73 DATE __ EVANSTON BANK 603 Main Street Evanston, Illinois 60202 EVANSTON BANK PROPERTY ADDRESS Trustee (6) 13-18 (7-69)

END OF RECORDED DOCUMENT