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TRUST DEED

COOK COUNTY ILLINOIS
FILED FOR RECORD
OCT 25 1973 2 38 PM

Richard F. Allen
RECORDED BY 1039

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IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS COPY OF 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 October 18, 1973, between
FRANCIS J. OSBORNE AND MARION J. OSBORNE, His Wife

(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"), witnesses:

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 Twenty Five Thousand and no/100 Dollars (\$25,000.00), such principal sum, together with interest thereon at the rate provided for in said note, only expressed in 120 consecutive monthly installments, with the final installment thereon, if not sooner paid, due on December 1, 1983;

(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 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 Twenty Five Thousand Dollars (\$25,000.00); and also to secure the performance and observance of all of the covenants and agreements of the Mortgagors herein contained, do by these presents **COVENANT AND WARRANTY** 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:

That part of Lot 14 in Assessor's Division of North West Quarter of Section 14, Township 41 North, Range 13, East of the Third Principal Meridian, beginning at the point of intersection of South Line of said Lot 14 being also South Line of North West Quarter of said Section 14 with a Line 33 feet West of and parallel with East Line of said Lot 14, being also East Line of South West Quarter of North West Quarter of said Section 14; thence North parallel with East Line of Lot 14, 173 feet; thence West parallel with South Line of said Lot 14, 65.20 feet; thence South parallel with East Line of said Lot 14, 173 feet to South Line of North West Quarter of said Section 14; thence East along said South Line 65.20 feet to place of beginning (except Southerly 40 feet hereof taken for public street) all in Cook County, Illinois.

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and the right to use and profits thereon for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with all other debts and securities); and all apparatus, equipment or articles (whether single units or centrally controlled) and on a parity with all other debts and securities, including the following: water, electricity, power, refrigeration, ventilation, heating, air conditioning, supply heat, gas, air conditioning, window shades, storm doors and windows, floor coverings, in-floor beds, awnings, vacuum cleaners, insecticides, stoves and water heaters. All of the foregoing are declared to be part of the 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, and free from all rights and benefits under and by virtue of the Repealed Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors 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 be damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims of any kind; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises; (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 before any penalty attaches all general taxes, and shall pay special 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 indebtedness secured hereby duplicate receipts therefor. 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 hazards and risks under policies providing for payment by the insurance companies of moneys sufficient 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, and such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including annual 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 dates of expiration.

4. In case of default therein, Trustee or the holders of the indebtedness secured hereby, or any of them, may, but need not, make any payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or partial or claim thereof, or redeem from any tax sale or forfeiture affecting said 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 attorneys' fees, shall be a first lien in priority to the lien of the indebtedness secured hereby, and any of them, to protect the mortgaged premises and the lien of the indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum, in 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, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, 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 consent 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 item 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 making payment when due of any principal of or interest on the note, or (b) when default shall occur in the observance or performance of any covenant of Mortgagors contained in paragraph 6 hereof or (c) when default shall occur and continue for three days in the performance or observance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness secured hereby shall become due, whether by acceleration 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 suit 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 the cost of advertising, Trustee's fees, Trustee's expenses, attorney's fees, outlays for recording all such documents, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of decree) of procuring all such abstracts of title, title searches and examinations, surveys, policies, Towns certificates, and all other necessary either to preserve said suit or to evidence to holders of the indebtedness secured hereby, or any of them, may deem to be reasonably similar data and assurances 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 preserve said suit or to evidence to holders of the nature in this paragraph 7 mentioned shall bear the true cost of the title to or the value of the premises. All expenditures and payments, 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 foreclosure 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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