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25- 11-18-714-010

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Box 805 JUN 21 '74 11 02 AM

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made June 19, 1974, between

SUREN IPJIAN and CAROL E. IPJIAN, 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 hereinafter described, (hereinafter called the "Holders of the Note"), in the principal sum of

TWENTY FIVE THOUSAND and 00/100 Dollars ($25,000.00)

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 9% per cent per annum in instalments as follows:

TWO HUNDRED FIFTY FOUR and 00/100 ($254.00)

Dollars on the first day of August 1974 and

TWO HUNDRED FIFTY FOUR and 00/100 ($254.00)

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 July 1989. 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 9% 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 said principal sum of money and interest in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagor 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, situate, lying and being in the City of Evanston in the County of Cook and State of Illinois, to wit:

The South half of Lot 4 (except that part lying Southwesterly of a line described as follows: Beginning at a point on the West line of said Lot, 25.24 feet North of the South line of said Lot 4, thence Southeasterly to a point on the South line of said Lot 4, 25.00 feet East of the West line of said Lot 4) in Block 6 in Evanston in South East Quarter of North West quarter of Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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

TOGETHER with all the tenements, privileges, easements, hereditaments and appurtenances now or hereafter belonging or appertaining thereunto, and all improvements and fixtures now located or hereafter to be placed on the Real Estate, all rents, issues and profits thereof (which are hereby expressly pledged and assigned to the party with the Real Estate as security for the payment of the indebtedness secured hereby), and all apparatus, equipment or articles now or hereafter affixed or attached to said premises, including, but without limiting the generality of the foregoing, all heating, air conditioning, gas and electric fixtures, trades and awnings, screens, storm windows and doors, floor coverings, inador beds, carpets, rugs, water heaters, blinds, gas and electric ranges, washing machines, dryers, dishwashers, radiators, heaters, ranges, appliances for supplying or distributing heat, hot water, gas, water, air conditioning, electricity, power, ventilation, and all other apparatus and equipment in or that may be placed in and used in connection with the operation of the Real Estate, all of which are hereby agreed to be part of the Real Estate and appurtenant to the use of the Real Estate, and whether attached or detached or not, and whether or not the same is a fixture under the laws of the State of Illinois, it is Trust Deed be deemed conclusively to be Real Estate and conveyed hereby and also all the estate, right, title and interest of Mortgagor in and to said premises.

TO HAVE AND TO HOLD the premises unto the Trustee, its successors or assigns, forever, for the purposes, and upon the uses and trusts herein and therein 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.

Suren Ipjian [SEAL] [SEAL]

Carol E. Ipjian [SEAL] [SEAL]

STATE OF ILLINOIS
COUNTY OF COOK } ss.

I, Dorothy Borchardt, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Suren Ipjian and Carol E. Ipjian, his wife, 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 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 19th day of June A.D. 1974

Dorothy Borchardt
Notary Public
My Commission Expires January 19, 1975

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THIS INSTRUMENT PREPARED BY:
STATE NATIONAL BANK, EVANSTON, ILL.
DOROTHY BORCHARDT
ASSISTANT VICE PRESIDENT

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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 hereinbefore 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, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture 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 attorneys' fees, and any other moneys advanced by Trustee or the Holders of the Note to protect the 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 hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight (8%) per cent per annum. Inaction 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 relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office 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.

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 addition to those made under the terms of paragraph 5 above, subject to the limitations herein stated. It is the intent hereof to secure payment of the indebtedness in an amount not to exceed the maximum amount shall have been advanced to the Mortgagor as of the date hereof or at a later date, or having been advanced, shall have been repaid in part 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 (1) the amount stated in the Note; (2) any amount or amounts which may be added to the original indebtedness under the terms of paragraph 4 above; and (3) other advances made under the terms of this paragraph which shall be limited to a maximum of $2,500.00.

7. In case the premises, or any part thereof, shall be taken by condemnation, the Trustee or the Holders of the Note is hereby empowered to collect and receive all compensation for the same which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Trustee or the Holders of the Note may elect, 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 due date thereof to cover the extra expense involved in handling 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. Time is of the essence hereof and 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 Holders of the Note, become immediately due and payable, without notice, and (b) Trustee, or the Holders of the Note may immediately foreclose the lien of this Trust Deed. The court in which any proceeding is pending for that purpose may, at once, or at any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bond, 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 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 liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, 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 decree.

10. In the event the ownership of the premises or any part thereof becomes vested in a person other than the Mortgagor, the Trustee or Holders of the Note may, without notice to the Mortgagor, deal with such successor 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 forbear to sue or may 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 any sale: (a) all principal and interest remaining unpaid and secured hereby, 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, 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 insurance policies, Torrens certificates and similar data with respect to title 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, 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 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 or their own willful misconduct or that of agents, employees or attorneys of Trustee, and Trustee may require indemnities satisfactory to it 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 record 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 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 once executed a certificate on any instrument identifying the same 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.

17. Trustee may at any time resign by instrument in writing filed in the office of the Recorder or Registrar of Titles of the 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 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, 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 security and to all the same rights and remedies as are in this Indenture given to the Holders of the Note, with like 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 actions 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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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. 13,827

STATE NATIONAL BANK, as Trustee,

By [signature]
Assistant Secretary.

END OF RECORDED DOCUMENT

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