

# UNOFFICIAL COPY

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## TRUST DEED

### IMPORTANT

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 9, 1974, between

JERRY E. SMITH, DIVORCED AND NOT SINCE REMARRIED AND DOROTHY A. FUGIEL, A SINGLE WOMAN HAVING NEVER MARRIED (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 (as 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 TWENTY FIVE THOUSAND SEVEN HUNDRED AND 00/100 Dollars (\$25,700.00), such principal sum, together with interest thereon at the rate provided for in said note, being expressed to mature in 300 consecutive monthly installments, with the final installment thereon, if not sooner paid, due on September 1, 1999, 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 THIRTY TWO THOUSAND ONE HUNDRED Dollars (\$32,100.00); and also to secure the performance and observance of all of the covenants and agreements of the Mortgagors herein contained, do by these presents 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. 484-3 Sheridan Road Condominium as delineated on survey of Lots 6 to 10 both inclusive in Block 6 in Arnold and Warren's Addition to Evanston, said Addition being a Subdivision of the South West Fractional quarter of Section 20, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (hereinafter referred to as Parcel) which survey is attached as Exhibit "A" to Declaration of Condominium made by First National Bank and Trust Company of Evanston, a National Banking Association, as Trustee under Trust Agreement dated October 10, 1973 and known as Trust R-1661, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22760513 together with an undivided 1.8840 per cent interest in said Parcel thereof as defined and set forth in said Declaration and Survey), in Cook County, Illinois.

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, which with the property "All of the covenants and obligations of the Mortgagor to the Trustee and the holders 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 60204

Property Office

800

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Property of Cook County

TOGETHER with all improvements tenements easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits there-  
of for 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 central or controlled) now or hereafter therein or thereon used to  
supply heat, gas, air conditioning, water light, power, refrigeration, ventilation, elevator service and sprinkler protection, including (without restrict-  
ing the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-d-e-f-i-n-i-t-e, swings, vacuum cleaners, incinerators, 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 Mortgages or their successors or assigns shall be considered as consti-  
tuting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, for, or, 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 Homestead Exemption Law of the State of Illinois, which said rights  
and benefits the Mortgages do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgages 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 mortgages 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 evidence of the discharge of such prior lien 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. Mortgages 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 Mortgages shall pay in full under protest, in the manner provided by statute,  
any tax or assessment which Mortgages may desire to contest.

3. Mortgages 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 mortgages 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 the standard mortgage clause to be attached to such policy, and shall deliver all policies, including addi-  
tional and renewal policies, to holders of the indebtedness secured hereby, and in case of insurance about to expire, shall deliver renewal policies at  
least 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 pay-  
ment or perform any act herebefore required of Mortgages 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 said premises or contest any tax or assessment. All moneys paid for any of the pur-  
poses 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 indebtedness secured hereby or any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensa-  
tion 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 per cent per annum. Inaction of Trustee or holders  
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 Mortgages. 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 office without inquiry into the accuracy of such bill, state-  
ment or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

5. The Mortgages 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 there-  
in, or make or permit any material alteration in said premises except as required by law or municipal ordinance.

6. Mortgages 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 Mortgages, 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 Mortgages contained in paragraph 5 hereof, or (c) when default shall occur  
and continue for three days in the performance or observance of any other agreement of the Mortgages 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 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 indebtedness secured hereby, or any of them, 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 ac-  
cessories 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, in which either of them shall be a party, either as plaintiff, defendant or de-  
fendant, 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 commencement of any suit for the foreclosure  
proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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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 costs of advertising and publication of notices of sale, and all other items which under the terms of paragraph 4 hereof constitute additional indebtedness secured hereby with interest thereon as herein provided. Second, all principal and interest remaining unpaid on the indebtedness secured hereby, 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 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 Mortgagors, or any party claiming thereunder, and without giving bond on such application (any and all such notice and bond 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 of the equity of redemption as a homestead, appoint a receiver (who may be the Trustee or his successor in trust hereunder) for the benefit of the holders of the indebtedness secured hereby, upon application of the Trustee or his successor in trust hereunder; for the benefit of the Mortgagors, to collect the rents, issues and profits, and to receive or to have or to cause to be received, any such proceeds of sale, 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 such period as aforesaid, would accrue except for the intervention of such receiver or the Trustee or any 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 the Trustee in possession, in such case may be, to apply the net amounts 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 debt secured 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 may be or become co-ordinate or superior to the lien exclusive remedy it shall be lawful for the Trustee, or (5) for any necessary repairs upon said premises. As a concurrent (and not alternative or person, goods or chattels belonging to or the Trustee, or otherwise, to enter upon and take possession of said premises and property, to expel and remove any the same, making from time to time all needful and proper repairs, and to lease the same, rents, issues and profits thereof, and to manage and control 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 hereinabove specified upon a sale of said premises under foreclosure. In the event of default hereunder, as above provided, Mortgagors agree 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 net value from the date of such default of any part of said premises occupied by Mortgagors, 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 interposing same in any action at law upon the notes and other obligations evidencing the indebtedness secured hereby. If the Mortgagor 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 Mortgagor, 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 Mortgagors of any of the covenants herein contained, that the Trustee shall be under no obligation to do or refrain from doing any act or thing, or to make any written request of the holders of the indebtedness secured hereby and upon being 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 was not Trustee hereunder, that neither the said Trustee, nor any of its agents or attorneys, nor the holder or holders of any indebtedness secured hereby, shall incur any personal liability on account of anything that he or they may or omit to do 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 absorbed by, or the major portion of its business is taken over by another corporation having trust powers, such corporation shall be Trustee hereunder with the same effect as if originally appointed as such and shall be considered included in the term "Trustee" as herein used that the Trustee, or any successor trustee may at any time resign and discharge itself of and from the trust hereby created by a resignation or Record's Office of the county or Recorder's Office of the county in which this instrument shall have been filed or recorded, and further that in case of the resignation, inability or refusal to act of the Trustee at any time when his 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 this title to said premises shall thereupon become vested in such successor in trust for the uses and purposes hereof.

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 person who shall, either before or after maturity thereof, produce and exhibit to the Trustee the note described in item (a) of the granting clause hereof reciting that all indebtedness secured hereby has been paid in full, and which representation the Trustee may accept as true without inquiry. The Trustee shall not be obligated to ascertain whether any additional advance referred to in item (b) of the granting clause hereof has been made hereunder and then remains outstanding, unless the written obligation of the Mortgagors evidencing such additional advance has been theretofore 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 advances have 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 shall accept as the genuine note herein described in item (a) above any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of such note and which purports to be executed by the persons herein designated as the makers 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 described herein, it may be accepted 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 the 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 Mortgagors, Mortgagors shall deposit with the holders of the indebtedness secured hereby or such other person as the Trustee or the holder 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 holders of the indebtedness secured hereby may require to be deposited with or for payment of such taxes and assessments as determined by the Trustee and assessments anticipated to be payable with respect to the premises in that calendar year. The moneys thus deposited in such insurance and tax reserves are to be held without interest and are to be applied to the payment of such taxes and assessments as the same become due or for renewing insurance policies when any such taxes or for paying premiums thereon. In the event any instrument identifying same as the note described herein, may be 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 the 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.

15. Each and every remedy available at law or in equity to the Trustee or the holder of the indebtedness secured hereby shall be cumulative and shall be in addition to any other remedy given hereunder, or now or hereafter existing at law or in equity, that no defect or omission to exercise any right or power accruing upon default shall impair any such right or power or be construed as a waiver of any such defect or acquiescence therein; that any such right shall be exercised from time to time and as often as may be deemed expedient. The Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed this Trust Deed or any note or obligation evidencing any of the indebtedness secured hereby.

In Witness Whereof this Trust Deed, has been executed and attested by Mortgagors the day and year first above written

JERRY E. SMITH (SEAL) DOROTHY A. FUGIEL (SEAL)

STATE OF ILLINOIS COUNTY OF COOK

JERRY E. SMITH, DIVORCED AND NEVER MARRIED

COOK COUNTY, ILLINOIS FILED FOR RECORD

Oct 3 '74 100 PM #22866611

DELIVER TO PROPERTY: 484 Sheridan Road EVANSTON, IL 60126

First National Bank and Trust Co. of Evanston 800 Davis Street, Evanston, Illinois - 60204

THIS INSTRUMENT WAS PREPARED BY: First National Bank and Trust Company of Evanston 800 Davis Street Evanston, Illinois 60204 BRIDGET MC GOVERN

DELIVER TO PROPERTY: 484 Sheridan Road EVANSTON, IL 60126

First National Bank and Trust Co. of Evanston 800 Davis Street, Evanston, Illinois - 60204

THIS INSTRUMENT WAS PREPARED BY: First National Bank and Trust Company of Evanston 800 Davis Street Evanston, Illinois 60204 BRIDGET MC GOVERN

COOK COUNTY, ILLINOIS FILED FOR RECORD

COOK COUNTY, ILLINOIS FILED FOR RECORD