

11/26/74 (cont)
Trust Deed
TRUST DEED

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RECORDS OF DEEDS
COOK COUNTY ILLINOIS

IMPORTANT

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY WHERE THE TRUST DEED IS FILED FOR RECORD.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 21, 1974, between

ROGER H. DICK AND ROSEMARY E. DICK, 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"), 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 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 FORTY SIX THOUSAND AND NO/100 Dollars (\$46,000.00), 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 no final installment thereon, if not sooner paid, due on January 1, 2000, 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 execution 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 SIXTY TWO THOUSAND Dollars (\$62,000.00);

and also to secure the performance and observance of all of the covenants and agreements of the Mortgagors herein contained, do by these presents COMEY 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:

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues, and profits thereon (or so long and during all such times as Mortgagors may be entitled thereto (which are placed primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles (whether single units or centrally controlled) now or hereafter thereon or thereunder to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, elevator service and sprinkler protection, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-floor hobs, awnings, 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 similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as a 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, and 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.

IN FURTHER UNDERSTANDING AND AGREEMENT THAT:
1. Mortgagors shall (1) promptly repair, replace 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 mechanics' 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 cause prompt exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the Indebtedness secured hereby; (4) comply within a reasonable time any building or building 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 holder 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 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 holder of the Indebtedness secured hereby, until insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder of the Indebtedness secured hereby, such policies to be obtained by the standard mortgage clause to be attached to such policies, and shall deliver all policies, including additional 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 holder of the Indebtedness secured hereby, or any of them, may, but need not, make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed excellent, 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 thereon, or release from any tax lien or forfeiture or other lien 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 holder of the Indebtedness secured hereby or any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such matters 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, fraction of Trustee or holder of the Indebtedness secured hereby shall never be considered as a waiver of any rights accruing to them on account of any default hereunder on the part of Mortgagors. The Trustee or the holder of the Indebtedness secured hereby making any payments hereby authorized retaining to taxes or assessments, may do so according to any bill, statement or estimate received 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 thereon.

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, or cause to be made, any assignment, conveyance or lease of all or part of the premises, or any portion thereof or interest therein, or make or permit any material alteration in said premises hereby authorized 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 holder of the Indebtedness secured hereby, or any of them, and without notice to Mortgagors, all unpaid Indebtedness secured by this Trust Deed shall become payable in any one or more installments in the following manner: (a) the Indebtedness secured hereby shall be paid in full at the maturity, becoming due and payable at the time of default in making payment when due of any principal or of interest on the note or of any other debt which shall occur in the observance or performance of any covenant of Mortgagors stipulated in paragraph 1 hereof, or (b) when default shall occur and continue for three days in the observance or performance of any other covenant 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 an additional Indebtedness to the degree for sale all acquisition and expenses which may be held or incurred by or on behalf of Trustee or holder of the Indebtedness secured hereby, or any of them, for attorney's fees, Trustee's fees, and other fees, including the reasonable and necessary expenses of advertising, publication, notice and sale (which may be estimated as to items to be expended after entry of the order of foreclosure and sale) and all other expenses, including costs and commissions, and attorney's fees, and all other expenses which may be incurred by or on behalf of Trustee or holder of the Indebtedness secured hereby, and all such expenses shall be paid by Mortgagors or their successors or assigns, with interest thereon at the rate of eight per cent per annum, when paid or incurred, by Trustee or holder of the Indebtedness secured hereby by contract with a duly licensed, bonded and licensed broker, to which either of them shall be a party, either as plaintiff or defendant, in any suit for foreclosure, by reason of the failure of any Indebtedness secured hereby or the promissory note for the enforcement of any suit for the enforcement hereof after receipt of such suit to foreclose whether or not actually commenced, or to preparation for the defense of any threatened suit or for reading which might affect the premises or the equity hereof, whether or not actually commenced.

Unit 3-C as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

Lot 6 in Block 31 in the City of Evanston, in Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

which survey is attached as Exhibit "A" to Enabling Declaration Establishing a Plan for Condominium Ownership made by The South Central National Bank and Trust Company of Chicago, as Trustee under Trust No. L-1044, recorded in the Office of the Recorder of Deeds in Cook County, Illinois, as Document No. 22829838; together with an undivided 13.3% interest in said Parcel (excepting from said Parcel the property and space comprising all the units thereof as defined and set forth in said Declaration and survey).

- (1) Mortgagor also hereby grants to mortgagee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.
- (2) This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

THE ADDRESS FOR LEGAL NOTICE TO THE TRUSTEE SHALL BE:

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON  
800 DAVIS STREET  
EVANSTON, ILLINOIS 60204

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8. The proceeds of any foreclosure sale of the premises shall be distributed and applied as follows: first, on account of all costs and expenses incident to the foreclosure as mentioned in the preceding paragraph 7 hereof; second, all other items which under the terms of paragraph 4 hereof constitute additional indebtedness secured hereby with interest thereon as herein provided; third, all principal and interest remaining unpaid on the indebtedness secured hereby; fourth, any surplus to Mortgages, 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 Mortgages, or any party claiming thereunder, and without giving bond on such application (any and all such notice and bond being hereby expressly waived), and also without regard to the solvency or insolvency at the time of such application of the person or persons liable 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 its successor in trust hereunder) for the benefit of the holders of the indebtedness secured hereby or, upon application of the Trustee or any holder of the indebtedness secured hereby, enter an order as provided by statute in behalf of the Trustee or its agents or assignees (although none of them shall be under any obligation so to do) forthwith to collect the rents, issues and profits of said premises, then due and to become due during the pendency of such foreclosure suit and, 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 further times when Mortgages, 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 person in possession, as the 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 decree rendered by the court in favor of the Trustee or its agents or assignees for said premises; (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 of this Trust Deed or of any decree foreclosing the same; or (5) for any necessary repairs upon said premises. As a concurrent (and not alternative or exclusive) remedy it shall be lawful for the Trustee, its agents or assignees (although none of them shall be under any obligation so to do) forthwith, either with or without process of law, forcibly or otherwise, to enter upon and take possession of said premises and property, to expel and remove any person, goods or chattels occupying or upon the same, and to collect and receive all the rents, issues and profits thereof, and to manage and control the same, making from time to time all needed and proper repairs, and to lease the same or any part thereof, from time to time and after deducting 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, Mortgages 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 rental value from the date of such default of any parts of said premises occupied by Mortgages, 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 or other obligations evidencing the indebtedness secured hereby. If Mortgages 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 Mortgages, 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 Mortgages of any of the covenants herein contained; that the Trustee shall be under no obligation to do or refrain from doing any act hereunder except upon the 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 the Trustee hereunder; that neither the 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 it, 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 makes or negotiates with or consolidates with or is succeeded by 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 its office and from the trust hereby created by a resignation in writing filed in the Register's 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 its act or omission 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 the title to said premises shall thereupon become vested in such successor in trust for the uses and purposes aforesaid.

13. 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, all, after or before maturity thereof, produce and exhibit to Trustee the note described in item (a) of the granting clause hereof representing the indebtedness secured hereby has been paid, which representation the Trustee may accept as true without inquiry. The Trustee shall in no event be obliged to ascertain whether any additional advance referred to in item (b) of the granting clause hereof has been made hereunder and then remains obligated to the Mortgages evidencing such additional advances has been theretofore presented to the Trustee for identification herein provided. In no event shall any successor trustee have any duty to inquire or ascertain whether any additional advances have been made hereunder 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 may 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 accept as the genuine note described in item (a) above any note which may be presented and 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. In the event any note or obligation presented to the Trustee or its successors or any other person in connection with any such release bears thereon any endorsement of any person who was or purports 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 is not 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 the taxes, assessments and insurance premiums required to be paid hereunder by Mortgages, Mortgages shall deposit with the holder of the indebtedness secured hereby, or such other person firm or corporation as the holder of the indebtedness secured hereby may designate, on each monthly payment due, an amount equal to an amount equal to 1/12th of the annual payments of all such insurance as determined by the amount of the last available bill and 1/12th of the annual taxes and assessments assessed against the premises, or such greater amount as the holder of the indebtedness secured hereby may require in order to accumulate on the first day of January of each year a fund sufficient to pay the taxes and assessments which are to be levied with respect to the premises in that calendar year. The moneys thus deposited to 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 the insurance policies when the same expire or for paying premiums thereon, and in the event any deficit shall exist in the amount of such deposits Mortgages agree to deposit any amount necessary to make the deficiency. Nothing in this paragraph contained, however, shall relieve Mortgages from the performance of any other covenants and agreements relating to the payment of taxes, assessments and insurance premiums. In case of default in payment of any such installment or in the performance of any of the covenants and agreements of Mortgages herein contained, the holders of the indebtedness secured hereby may apply any and all sums then on deposit on account of the indebtedness secured hereby.

15. Each and every remedy herein conferred upon or reserved to the Trustee or the holders of indebtedness secured hereby shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity; that no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed as a waiver of any such default or acquiescence therein; that any such right or power may be exercised from time to time as often as may be deemed expedient; that this Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" 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 other obligation evidencing any of the indebtedness secured hereby.

In Witness Whereof this Trust Deed has been executed and attested by Mortgages this 27th day and year first above written.

ROSEMARY E. DICK (REAL)
ROGER H. DICK (REAL)

STATE OF ILLINOIS
Notary Public, in and for said County of Cook, do hereby certify, that

ROGER H. DICK AND ROSEMARY E. DICK, his wife.

who is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she, they) signed, sealed and delivered the said instrument as his (her, 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 27th day of November, 1974.
Notary Public.

My Commission Expires: Dec 29 1974

The note mentioned in item (a) of the granting clause of the within Trust Deed has been identified herewith under identification number:
Any written obligation or other additional advances made pursuant to item (b) of said granting clause shall, if presented to the Trustee or identified by the Trustee under the same number.

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, ILL.
By: Ruth E. Bower

DELIVER TO:
OR NAME PLEASE RETURN TO:
FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON
800 DAVIS STREET
EVANSTON, ILLINOIS 60204
OR BOX 661

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

RUTH E. BOWER

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