

#42836

Charles A. Allen

RECORDERS OFFICE
COOK COUNTY, ILLINOIS
FILED FOR RECORD

1972 OCT 18 AM 10 25

TRUST DEED

OCT-18-72 516571 • 22088427 • A --- Rec

7.00

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 13, 1972, between
 DAVID L. O'BRIEN and MARIANN O'BRIEN, his wife
 herein referred to as "Mortgagors," and
 THE NORTHERN TRUST COMPANY,
 an Illinois banking corporation located in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
 THAT, WHEREAS, the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note
 hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal
 sum of TWENTY EIGHT THOUSAND AND NO/100ths (\$28,000.00)
 Dollars, evidenced by one certain Instalment Note herein referred to as "Note" of the Mortgagors of even date
 herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the
 said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at
 the rate of 7.25% per annum in instalments as follows: TWO HUNDRED THREE AND NO/100ths
 (\$203.00) or more
 Dollars on the 1st day of December, 1972 and TWO HUNDRED THREE AND NO/100ths
 (\$203.00) or more
 Dollars on the 1st day of each month thereafter until said Note is fully paid, except that the final
 payment of principal and interest, if not sooner paid, shall be due on the 1st day of November 1977
 All such payments on account of the indebtedness evidenced by said 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 at the rate of eight percent per annum, and all of said principal and
 interest being made payable at such banking house or trust company in the City of Chicago, Illinois, as the
 Holders of the Note may from time to time in writing appoint, and in absence of such appointment then at
 the office of The Northern Trust Company in said City.
 NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance
 with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements therein
 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, situated, lying and being in the County
 OF Cook AND STATE OF ILLINOIS, to wit:

22088427

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(SEE RIDER ATTACHED)

Clerk's Office

UNOFFICIAL COPY

(SEE RIDER ATTACHED)

Parcel 1:

That part of Lot 1, in Owners Resubdivision of Blocks 4, 5 and vacated alleys in said Blocks 4 and 5 also vacated Culver Avenue in Evanston Highlands, a Subdivision in the North West fractional quarter of Section 11, Township 41 North, Range 13 East of the Third Principal Meridian, described and bounded as follows: Beginning at a point in the East line of said Lot 1 at a distance of 51.50 feet Southerly from North East corner thereof; thence Northerly along East line of said Lot 1, 51.50 feet to the North East corner of said Lot 1; thence West along the North line of said Lot 1, 56.00 feet to North West corner thereof; thence South along West line of said Lot 1, 53.00 feet; thence East 57.67 feet to the place of beginning;

Also

Parcel 2:

Beginning at a point on South line of Lot 1 in Owners Resubdivision of Blocks 4 and 5 and vacated alleys in said Blocks 4 and 5, also vacated Culver Avenue in Evanston Highlands, a Subdivision in the North West fractional quarter of Section 11, Township 41 North, Range 13 East of the Third Principal Meridian, 18.56 feet West of the South East corner thereof, thence Northerly parallel with East line of Lot 1, 13.26 feet; thence West parallel with South line of Lot 1, 22.3 feet; thence South parallel with the East line of Lot 1, 13.26 feet to a point on South line of Lot 1; thence East along the South line of Lot 1, 22.3 feet to the place of beginning;

Also

Parcel 3:

Easement for the benefit of Parcel 2 as created by Deed from Carwar Building Corporation, a corporation of Illinois, to Richard T. Christoph and Berna Dean Christoph, his wife, recorded September 12, 1961 as document 18272951 for ingress and egress over the following described tract.

Beginning at a point on the East line of said Lot 1 in Owners Resubdivision of Blocks 4 and 5 and vacated alleys in said Blocks 4 and 5, also vacated Culver Avenue in Evanston Highlands a Subdivision in the North West fractional quarter of Section 11, Township 41 North, Range 13 East of the Third Principal Meridian 13.26 feet North of the South East corner thereof, thence West parallel with South line thereof, 18.56 feet; thence South parallel with East line of Lot 1, 13.26 feet; thence East along South line of Lot 1, 18.56 feet to the South East corner of Lot 1, thence North along the East line of said Lot 1, 13.26 feet to the place of beginning;

Also

Parcel 4:

Easement for the benefit of Parcel 2 created by Deed from Carwar Building Corporation, a corporation of Illinois, to Richard T. Christoph and Berna Dean Christoph, his wife, recorded September 12, 1961 as document 18272951 for ingress and egress over and across a concrete walk lies within a 3 foot wide strip of land whose center line is described as follows:

Commencing at a point on a line which extends across Lot 1 in Owner's Resubdivision of Blocks 4 and 5 and vacated alleys in said Blocks 4 and 5 also vacated Culver Avenue in Evanston Highlands,

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a Subdivision in the North West fractional quarter of Section 11, Township 41 North, Range 13 East of the Third Principal Meridian, from a point on East line which is 51.50 feet South of the North East corner of Lot 1 to a point on West line of Lot 1 which is 53.00 feet South of the North West corner of Lot 1, said point being 13.40 feet East of West line of Lot 1; thence South 19.95 feet along a line which makes an angle of 1 degree, 57 minutes to the left with a line parallel with West line of Lot 1, passing through said place of beginning to point "A", thence South Westerly along a line making an angle of 18 degrees 11 minutes to the right with last described line extended for a distance of 24.35 feet to point "B", thence from point "B" Southerly to a point in South line of Lot 1, which is 3.15 feet East of the South West corner of Lot 1, as measured along said South line of Lot 1; beginning again at a point "C", thence South Easterly along a line making an angle of 83 degrees, 47 minutes to the left with line A-B extended to a point on a line parallel with East line of Lot 1 and 39.36 feet Westerly thereof (as measured along the South line of Lot 1); thence South along said line which is parallel to and 39.36 feet Westerly of East line of Lot 1 to its intersection with a line parallel with South line of Lot 1 and 13.26 feet North thereof (as measured along East line of Lot 1) in Cook County, Illinois.

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which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all buildings, improvements, tenement 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 apparatus, equipment or articles now or hereafter 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 doors and windows, floor coverings, 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 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 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 evidence of the discharge of such prior lien to Trustee or to Holders of the Note; (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; (6) make no material alterations in said premises except as required by law or municipal ordinance or as authorized by the Holders of the Note.
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 Note 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 a Mortgagor 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, winds or such other hazards or contingencies as the Holders of the Note may require under policies providing for payment by the insurance companies of moneys sufficient to replace or repair the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Holders of the Note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Holders of the Note; such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. In case of loss, Trustee may, but need not, collect and receipt for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.

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4. In case Mortgages shall fail to perform any covenants herein contained, Trustee or the Holders of the Note may, but need not make any payment or perform any act hereinafter 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 foreclosure 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, and any other moneys advanced by Trustee or the Holders of the Note to protect the mortgage, 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 Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

5. Trustee or the Holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared 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.

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 Note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Note 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 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 rate of eight per cent per annum, when paid or incurred by Trustee or Holders of the Note 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 hereby secured; 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 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 principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns; as their rights may appear.

9. Upon, and at any time after the filing of a bill to foreclose this Trust Deed in any court in which such bill is filed may appoint a receiver of said premises, 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 pendency of any 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, would be entitled to collect such rents, issues and profits, and any other moneys which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the whole or in part of, the premises hereby secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a 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 a motion at law upon the note hereby secured.

11. 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.

12. 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, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before 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 indebtedness secured by this Trust Deed has been fully paid, and Trustee shall 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 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 a certification of authentication purporting to be executed by a prior trustee hereunder or 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, and where the release is requested of the original trustee and it has never been executed a certificate on any instrument identifying same as the Note described herein, and where it may accept as the genuine Note herein described 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.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, Chicago Title and Trust Company, Chicago, Illinois, an Illinois corporation, shall be 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 Successor in Trust. Any Successor in Trust hereunder shall have the same powers and authority as 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 binding upon Mortgages and all persons claiming under or through Mortgages, whether or not such persons shall have executed the Note or this Trust Deed, and all persons liable for the payment of the indebtedness or any part thereof.

16. Without the prior written consent of the Holders of the Note, the Mortgages shall not convey or encumber title to the Premises. The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and to delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

17. If DAVID L. O'BRIEN shall cease to be employed by The Northern Trust Company or any of its wholly owned subsidiaries for any reason whatsoever, the Holders of the Note may at their election and without notice accelerate the maturity of the remaining instalments of the Note and declare the entire principal indebtedness and interest thereon immediately due and payable. No delay by the Holders in exercising their said right of acceleration shall be construed as a waiver thereof.

Witness the hand... of Mortgages the day and year first above written.

DAVID L. O'BRIEN [SEAL] MARIANN O'BRIEN [SEAL]

STATE OF ILLINOIS, I, ROY FRANKEL, ss. a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT DAVID L. O'BRIEN and MARIANN O'BRIEN, his wife, are 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 16th day of October, A.D. 1972

Roy Frankel Notary Public.

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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. B6628 THE NORTHERN TRUST COMPANY, as Trustee, by Second Vice President [Signature]

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF DESCRIBED PROPERTY HERE 2550 Prospect Evanston, Illinois

RECORDER'S OFFICE BOX NUMBER 980 OR ATTN: ROY FRANKEL

END OF RECORDED DOCUMENT

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