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TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR REC'D

23 470 668

Robert H. Jones
RECORDER OF DEEDS

IMPORTANT May 3 12 53 PM '75

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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 December 5th, 1975, between

Estel D. Hermann, a widow and not remarried

1300

(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 to 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 FIFTY THOUSAND AND NO/100 Dollars (\$ 50,000.00), 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 the final installment thereon, if not sooner paid, due on February 1st, 192001; 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 SEVENTY TWO THOUSAND Dollars (\$ 72,000.00); and also to secure the performance and observance of all of the covenants and agreements of the Mortgagors herein contained, do by these presents 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. 206, as delineated on the survey of the following described parcel of real estate (hereinafter referred to as "Parcel")

Lot 50 (except the North Westerly 81 feet thereof) and all of Lot 51 in the County Clerk's Division of that part of the South East quarter of Section 17, Township 42 North, Range 13 East of the Third Principal Meridian, lying West of the Railroad in Cook County, Illinois.

which said survey is attached as Exhibit "A" to a certain Declaration of Condominium Ownership made by the Amalgamated Trust and Savings Bank, as Trustee under a certain Trust Agreement dated November 20, 1970, and known as Trust No. 2185, recorded in the Office of the Cook County Recorder of Deeds, as Document No. 23245812;

together with an undivided 3.24 % interest in said Parcel (excepting from said Parcel all property and space comprising all the Units thereon as defined and set forth in said Declaration of Condominium Ownership and survey).

Grantor furthermore expressly grants to the parties of the second part, their 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.

This mortgage is made subject to all rights, benefits, easements, restrictions, conditions, reservations and covenants contained in said Declaration, and the mortgagor expressly reserves to itself, its successors and assigns, the rights, benefits and easements set forth in said Declaration for the benefit of all remaining property described in said survey or said Declaration.

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THIS INSTRUMENT WAS PREPARED BY:
ANN NORBERG
Attorney at Law 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 in the following order of priority: First, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are 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, paragraph 7 hereof; third, all principal and interest remaining unpaid on the indebtedness secured hereby; fourth, any surplus 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 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 placing the Trustee or any holder of the indebtedness secured hereby in possession of the premises, with power in either case 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 Mortgagors, 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 entered in any suit foreclosing this Trust Deed; (3) insurance on 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 attorneys (although none of them shall be under any obligation to do so) forthwith, either with or without process of law, forcibly or otherwise, to enter upon and take possession of said premises and property, together with 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 needful and proper repairs, and to lease the same or any part thereof, from time to time and after deducting therefrom 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 rental value from the date of such default of any parts of said premises secured hereby. 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 or other obligations evidencing the indebtedness secured hereby, but as against 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 every person, except decree or judgment creditors of the Mortgagors, 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 of the part of the Mortgagors or 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 the 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 a 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 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 merges or consolidates with, or is succeeded 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 in writing filed in the Registrar'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 this instrument 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 whose principal office is 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 all the 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. 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 of the note, produce and exhibit to the Trustee the note described in item (a) of the granting clause hereof representing that all indebtedness secured hereby has been paid, which representation the Trustee may accept as true without inquiry. The Trustee shall in no event 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 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 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 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 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 some of or person, firm or corporation as the holders of the indebtedness secured hereby may designate, on each monthly payment date, an amount equal to one-twelfth of the annual premium on all such insurance as determined by the amount of the last available bills and 1/12th of the annual tax assessed against the premises in the calendar year. The moneys thus deposited in such insurance and tax bills and assessments anticipated to be payable with respect to the premises in the calendar year. The moneys thus deposited in such insurance and tax bills and assessments are to be held without interest and are to be applied to the payment of such taxes, assessments and insurance premiums at the same time and in the same manner as the same become due or for renewing 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, Mortgagors agree to deposit any amount necessary to make up the deficiency. Nothing in this paragraph contained, however, shall relieve Mortgagors from the performance of any other covenants and agreements relative to the payment of taxes, assessments and insurance premiums. In case of default in payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagors 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 the 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 and power may be exercised from time to time and as often as may be deemed expedient. This 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 date first above written.
Estelle D. Hermann (SEAL)
Estelle D. Hermann (SEAL)

STATE OF ILLINOIS

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the indebtedness secured hereby may apply any and all sums then on deposit on account of the indebtedness secured hereby.

18. 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 and power may be exercised from time to time and as often as may be deemed expedient. This Trust Deed and all provisions hereof shall act as 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.

Estelle D. Hermann (SEAL) _____ (SEAL)
 Estelle D. Hermann (SEAL) _____ (SEAL)

STATE OF ILLINOIS
 COUNTY OF COOK

RUTH L. BOWER

a Notary Public, in and for said County, in the State aforesaid Do Hereby Certify, that
Estelle D. Hermann, widow and not remarried

(Individual) 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.

 of the _____ President
 and _____ Secretary

(Corporation) of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, as such _____ President and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said _____ and there acknowledged that he(she), as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his(her) own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of April, A.D. 1976
 My Commission Expires December 30, 1978
 My Commission Expires: _____ 19_____
Ruth L. Bower
 Notary Public.

The note mentioned in item (a) of the granting clause of the within Trust Deed has been identified herewith under Identification No. 88-34

Any written obligation evidencing additional advances made pursuant to item (b) of said granting clause shall, if presented to the Trustee for identification, be identified under the same number.

FIRST NATIONAL BANK AND TRUST COMPANY
 OF EVANSTON, ILLINOIS
 By *Andrew S. Zdunek*
 Andrew S. Zdunek Trust Officer

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

23 470 668

END OF RECORDED DOCUMENT