

# UNOFFICIAL COPY

TRUST DEED

23 613 031

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 August 23, 1976, between

Phyllis Gray divorced not since remarried

(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 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 Nineteen Thousand Two Hundred and NO/100 Dollars (\$ 19,200.00), 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 October 1, 1980; 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 Twenty Four Thousand Dollars (\$ 24,000.00); 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:

Lot thirty three in N. P. and W. S. Williams subdivision of Block three in Chase & Pitner's Addition to Evanston, in Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

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

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TOGETHER with all improvements, inements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof (or so long and during all such times as Mortgagors may be entitled therein (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 therein or thereon used 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-door heat, air conditioning, vacuum cleaners, refrigerators, 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, 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated 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 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 the 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 holders 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 monies (if less 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, each policy 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 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 the event of default therein, Trustee or the holders 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 expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages, or pay any taxes or assessments, or satisfy any lien or other prior lien or other claim thereof, or reform from any tax due or forfeiture 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 indebtedness secured hereby or any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter requiring 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 available to them on account of any default hereunder on the part of Mortgagors. The Trustee or the holders of the indebtedness secured hereby making any payment hereof authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

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, cause, or contract or agree to, the sale, assignment, transfer or lease of said premises, or any portion thereof or interest therein, or make or permit any material alteration in said premises except as required 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 holders of the indebtedness secured hereby, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall nevertheless accrue 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 or of interest on the note, or (b) when default shall occur in the observance or performance of any covenant of Mortgagors contained in paragraph 1 hereof, or (c) when default shall occur and continue for three days in the performance or observance 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 in the decree for sale all expenses and charges 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, provisions' fees, notary fees, documentary and export 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, TYPED certificates, and similar data and accessories 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 holders of any note which may be advanced to such debtors the due status of the indebtedness secured hereby or to protect the interests of the parties 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 foreclosure, TYPED certificate and mortgage proceedings, or (b) either of them, should be a party, either as plaintiff, defendant or defendant, by virtue of this Trust Deed or any instrument secured hereby or (c) preparations for the commencement of any suit for the foreclosure hereof after default of such right to foreclose whether or not actually commenced; or (d) proceedings for the defense of any foreclosed suit or proceeding which might affect the premises or the proceeds thereof, whether or not actually commenced.

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NOTICE OF RECORDING COPY

8. The proceeds of any foreclosure sale of the premises shall be distributed as provided in the order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as mentioned in the preceding paragraph 7 hereof; second, all other items which are due to the mortgagee; third, on account of the principal amount of the debt secured by the mortgage; and fourth, the balance, if any, to the mortgagor, their heirs, legal representatives or assigns.

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 notices 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 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 hereof) 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 to receive all the proceeds and profits thereof and to manage and control the premises, 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 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) full and necessary repairs upon said premises. As a condition precedent to any such or exclusive remedy it shall be lawful for the Trustee, its agents or attorneys (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 or persons who may be in possession of the premises, and to collect and receive all the proceeds 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 all reasonable trustee's, solicitors' and attorneys' fees and all expenses incurred in the protection, care, repair and management of said premises, apply the same to the payment of the indebtedness secured hereby in the same manner as hereinbefore specified upon the foreclosure of said premises. In the event of default hereunder, as above provided, Mortgagors agree to pay to the Trustee, or to any receiver appointed under foreclosure or any person in possession of the premises as aforesaid, the reasonable rental 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 or other obligations evidencing the indebtedness secured hereby. If 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, and 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 the same to the same extent as if it were not trustee hereunder, in that regard 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 done by the Trustee or omitted 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 the Trustee hereunder with the same effect as if originally created 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 shall have been filed or recorded, any person entitled thereto, then CHICAGO TITLE AND TRUST COMPANY, a corporation created and organized 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. 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 may be either before or after maturity thereof, 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 remain bound, 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 request is made 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 representation is requested of the original trustee and it has never executed a certificate on any instrument identifying any note 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 successor hereunder in connection with any such release bears the name of a person who was not a party to the instrument purporting 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, firm or corporation as the holders of the indebtedness secured hereby may designate, on each monthly payment date, an amount equal to 1/12th of the annual premium on all such insurance as determined by the amount of the last available bills and 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 request in order to accumulate on the first day of January of each year a fund sufficient to pay the taxes 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 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 good 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 moneys 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 hereunder shall impair the right to exercise 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 indebtedness secured hereby.

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

Phyllis Gray (SEAL) Ruth E. Bower (SEAL)

STATE OF ILLINOIS COUNTY OF COOK I, RUTH E. BOWER

a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Phyllis Gray divorced not since remarried

who is (are) personally known to me to be the same person(s) whose name(s) (she) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) (delivered) delivered the said COOK COUNTY, ILLINOIS (their) free and voluntary act, for the uses and purposes therein set forth, including the release and FILED FOR RECORD of homestead. RECORDER OF DEEDS

AUG 26 '76 2-02 PM 2361305 President of the

Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the as such President and Secretary, respectively, appeared before me and acknowledged that they signed and delivered the said instrument as their own 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, delivered the seal of said Company to said instrument as his (her) own free and voluntary act and as the said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of August, A.D. 1976. Ruth E. Bower Notary Public.

My Commission Expires: December 30, 1978

The note mentioned in item (a) of the granting clause of the within Trust Deed has been identified herewith under identification No. 8998. An written obligation evidencing additional advances made pursuant to item (b) of said granting clause shall, if presented to me for identification, be identified under the same number. FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, ILL. Andrew S. Zdunek Trust Officer

DELIVER TO: OR: NAME ADDRESS CITY

FILED OR RECORDED DOCUMENT

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