

UNOFFICIAL COPY

JUN 29 '77 65-49-450J
TRUST DEED

23 992 114

1300

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 June 21, 1977, between Egbert A. Forbes and Irestelle S. Forbes, 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 of and interest accrued or to accrue on the following described indebtedness (the "indebtedness secured hereby"):

(a) The indebtedness of the Mortgagors to the Bank evidenced by that certain promissory note of the Mortgagors of even date herewith, payable to bearer and delivered to the Bank in the principal sum of TWENTY THOUSAND AND NO/100 Dollars (\$ 20,000.00), 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 August 1, 1982; and

(b) Additional indebtedness of the Mortgagors or their successors in title to the Bank arising from additional advances made by the Bank to the Mortgagors or their successors in title prior to the cancellation of this Trust Deed and evidenced by the written obligation or obligations of the Mortgagors or such successors reciting therein that such obligation or obligations evidence an additional advance under and are secured by, this Trust Deed and with such other terms and conditions as may be agreed upon by the Mortgagors or such successors and the Bank, provided that the aggregate principal amount of the indebtedness secured by this Trust Deed (exclusive of all interest, charges, fees, costs and expenses and all advances made to preserve or protect the mortgaged premises and to perform any covenant or agreement of the Mortgagors herein contained) shall not at any time exceed THIRTY THREE THOUSAND Dollars (\$ 33,000.00); 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:

PARCEL 1: That part of Lots 29 and 30 taken as a tract in Block 3 in Arthur T. McIntosh's Church Street Addition to Evanston, being a Subdivision of part of the South West quarter of the North West quarter of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, lying West of a line drawn from a point in the South line of said Lot 29 which is 46.42 feet west of the South East corner of said Lot 29 to a point in the North line of said Lot 30 which is 48.77 feet West of the North East corner of said Lot 30 and lying East of a line drawn from a point in the South line of said Lot 29 which is 67.42 feet West of the South East corner of said Lot 29 to a point in the North line of said Lot 30 which is 69.77 feet west of the North East corner of said Lot 30;

also

PARCEL 2: The south 11 feet of the North 28 feet as measured on the West line thereof of the West 22 feet as measured along the North line thereof of the aforesaid Lots 29 and 30 taken as a tract in Block 3 in Arthur T. McIntosh's Church Street Addition;

also

PARCEL 3: Easements as set forth in the Declaration of Easements and Exhibit "1" thereto attached, dated June 23, 1959 and recorded June 26, 1959 as document 17580828; and corrected Declaration of Easements and Exhibit "1" thereto attached dated and recorded October 8, 1959 as document 17680728; and in Declaration of Easements and Exhibit "1" thereto attached dated and recorded October 22, 1959 as document 17692491; all made by Morton Construction Company, an Illinois Corporation, and as created by deed from Morton Construction Company, an Illinois corporation, to David Milton Norris and Antoinette Elaine Norris, dated October 1, 1964 and recorded October 27, 1964 as document 19285681.

(a) For the benefit of Parcel 1 aforesaid for ingress and egress over and across the Southerly 3 feet of the Northerly 6 feet (as measured on the East and West lines) of Lots 29 and 30, taken as a tract, in Block 3; in Arthur T. McIntosh's Church Street Addition to Evanston aforesaid; (excepting that part thereof falling in Parcel 1 aforesaid.)

(b) For the benefit of Parcel 1 aforesaid for ingress and egress over and across the Northerly 2 feet (as measured on the East and West lines) of Lots 27 and 28, taken as a tract; and over and across the Southerly 2 feet (as measured on the East and West lines) of Lots 29 and 30, taken as a tract, in block 3 in Arthur T. McIntosh's Church Street Addition to Evanston, aforesaid (excepting that part thereof falling in Parcel 1 aforesaid.)

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

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Property of Cook County Clerk

COOK COUNTY, ILLINOIS
DEED RECORD
JUN 29 1 43 PM '77

Edwin R. Wilson
RECORDED OF DEEDS
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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto herein, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged to mortgagors as a party with said real estate and accessories, and all apparatus, equipment or articles (whether single units or centrally controlled) now on premises or to be used for the purpose of supplying 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-a-door locks, awnings, yard and driveway, incinerators, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the 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 set forth in 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 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 anterior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the indebtedness secured hereby; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law and 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 moneys sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the indebtedness secured hereby, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the indebtedness secured hereby, such rights to be evidenced by the standard mortgage clause to be attached to 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 case 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 heretofore 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the 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 concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the indebtedness secured hereby shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors. The Trustee or the holders of the indebtedness secured hereby making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, 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, notwithstanding anything in any note or other obligation evidencing the indebtedness secured hereby or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment when due of any principal of or interest on the note, or (b) when default shall occur in the observance or performance of any covenant of Mortgagors contained in paragraph 5 hereof, or (c) when default shall occur and continue for three days in the performance or observance of any other agreement of the 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 as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the indebtedness secured hereby, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the indebtedness secured hereby, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to holders 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 7 mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the indebtedness secured hereby in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either or them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness secured hereby; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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8. The proceeds of any redemption of the premises shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings...

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...

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 intervening same in any action at law upon the notes or other obligations evidencing the indebtedness secured hereby...

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...

12. The Trustee shall have no responsibility as to the validity of this instrument or of the lien purporting to be hereby created or for the consequences of any breach on the part of the Mortgagors of any of the covenants herein contained; that the Trustee shall be under no obligation to do or refrain from doing any act hereunder...

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 so request...

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 holder of the indebtedness secured hereby, on each monthly payment date, an amount equal to 1/12th of the annual taxes and assessments assessed against the premises...

15. Each and every remedy herein conferred upon or observed by 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...

In Witness Whereof this Trust Deed has been executed and attested by Mortgagors the day and year first above written: Egbert A. Forbes, Veronica Mensel, Kristalle S. Forbes

STATE OF ILLINOIS COUNTY OF COOK. THIS INSTRUMENT WAS PREPARED BY: Linda King, First National Bank and Trust Company of Evanston, Illinois, 800 Davis Street, Evanston, Illinois.

a Notary Public, in and for said County, in the State aforesaid, Do hereby Certify, that this instrument was prepared by the said Linda King...



who (here) 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 27 day of June, A.D. 1977. My Commission Expires: 3-12-1981. Veronica Mensel, Notary Public.

DELIVER TO: FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, ILLINOIS, 800 DAVIS STREET, EVANSTON, ILLINOIS. By: E. S. Rowell, Asst. Vice-President & Trust Officer.

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