

UNOFFICIAL COPY

Property of  
Cook County  
Real Estate  
Tax Department  
1975

BOOK COOK  
FILED FOR  
RECEIPT OF CASH  
SEP 26 1975  
3:08 PM '75  
\*23236257

TRUST DEED | 23 236 257

CTC 7 | THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made on September 12, 1975, between

Eugene D. Fanning and Frances D. Fanning, his wife, herein referred to as "Mortgagors," and

CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Sixty-three thousand and no/00 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note, the Mortgagors promise to pay the said principal sum and interest from September 12, 1975, or the balance of principal remaining from time to time unpaid at the rate of nine per cent per annum in installments (including principal and interest) as follows:

One thousand thirteen and 62/00 Dollars on the 12th day of October, 1975, and One thousand thirteen and 62/00 Dollars on the 12th 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 12th day of September 1982.

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 installment unpaid when due shall bear interest at the rate of 9% per annum, and all of said principal and interest being made payable at such banking house or trust company in Winnetka, Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of The First National Bank of Winnetka in said Village,

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 herein 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, IN WITNESS WHEREOF, the Trustee, its successors and assigns, the following described Real Estate and all other estate, right, title and interest therein situated and being in the COUNTY OF Cook

to wit: City of Chicago

AND STATE OF ILLINOIS,

Lots 27 and 28 in Block four (4) in Cochran's Subdivision of the West Half (1/2) of the North East Quarter (1/4) of Section B, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

620

This instrument was prepared by  
P.M. Mikelson, Pres.  
Post Standard Bank & Trust Company  
800 Green Bay Road, Winnetka, IL

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

THE MORTGAGORS will, at their request, furnish to the TRUSTEE, and the TRUSTEE will, at the request of the Mortgagors, furnish to the Mortgagors, all fixtures, equipment, furniture, and personal property in the property belonging, and all rents, issues and profits thereof for so long and during all times as the Mortgagors may be entitled thereto, which are personal property and are in parity with real estate and not secondary; and all apparatus, equipment or articles now or hereafter thereon or 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, air-creosol shades, storm doors and windows, floor coverings, audio, beds, awnings, stoves and water heaters. All of the foregoing are deemed to be a part of real estate whether physically attached thereto or not, and are agreed that similar apparatus, equipment or articles hereafter placed in the property by the managers or their successors or assigns shall be considered as part of the property.

TO HAVE AND TO HOLD the premises above described, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth, free from all rights and burdens under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and burdens the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and proviso's appearing on page 2 the reverse side of this trust deed are incorporated herein by reference and are a part hereof, and shall be binding on the mortgagors, their heirs successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year above written.

1975 | 1975 |  
Frances D. Fanning |  
Eugene D. Fanning |  
PAUL E. GILKISON |  
Notary Public in and for the State of Illinois, No. 5452, Notary Public in and for the County of Cook, No. 5452  
I, Paul E. Gilkison, Notary Public in and for the State of Illinois, No. 5452, Notary Public in and for the County of Cook, No. 5452, do hereby certify that  
Eugene D. Fanning and Frances D. Fanning, his wife, are the persons whom I have seen and known to me to be the same persons whom they are referred to in the foregoing instrument, and that they have appeared before me this day in person and acknowledged that they are the persons whose names are subscribed to the instrument, and that they executed the same in their true and voluntary act, for the uses and purposes therein set forth.

12th September 1975  
Paul E. Gilkison  
Notary Public

STATE OF ILLINOIS  
COOK COUNTY  
NOTARY PUBLIC  
COOK COUNTY  
Notary Seal

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Page 2

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair without waste, and free from encumbrances or other liens or claims for services rendered, unpaid, or requests, unless satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the note; (3) complete within a reasonable time any building or improvement now or hereafter on the premises, process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.

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. In event of 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 windstorms under policies providing for payment by the insurance companies of money 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 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 earlier than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors, at their own expense and shall not need make full or partial payment of principal or interest on prior encumbrances, if any, and pay attorney's fees, costs and expenses of collection, including expenses of advertising and collection of debts from any persons, including afferees, said persons, or without any tax or assessment. All amounts so paid or incurred by Trustee or the holders of the note 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 per annum. Action 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 Mortgagors.

5. The Trustee or the holders of the note hereby waived making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented to him from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, fee, or fee, tax, lien or title or claim thereof.

6. Mortgagors shall pay each item of the 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 Mortgagors, 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 installment 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 Mortgagors 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 or repossess, 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, appraisal fees, outlays for documentary and expert evidence, witness fees, publication costs and costs, which may be demanded, items to be awarded after entry of the decree of presenting all such abstracts of title, title searches and examinations, title insurance policies, Titleholders certificates, and similar data and assurances with respect thereto, as Trustee or holders of the note may have reason to believe necessary to be awarded, and to prosecute such suit or to enforce to bidders at auction which may be paid pursuant to the decree of the court or of the value of the premises. All expenditures and expenses of the sale or in the foreclosing of the lien hereof shall become as much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven 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, or 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 which under the terms hereof constitute unpaid indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors then held, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of and premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether or not they shall then be occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect all rents, issues and profits of said premises 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, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may substitute the receiver to apply the income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any device, including this trust deed, in any tax, special assessment or other lien which may be or become superior to the lien hereof, and (2) the costs of application as made prior to foreclosing sale; (3) the deficiency, in case of a sale and deficiency.

10. No action for the enforcement of the sale or any provision hereof shall be subject to any defense which could not be good and available to the party interposing same in an action 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 may do so to shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the date of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record them or to exercise any power or 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 thereby created by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall be a party before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which is representations Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in all respects with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and who shall clearly request of the original trustee and if it has never placed an identification number on the note described herein, it may accept as the note a new or accrued 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 Register of Deeds in which this instrument shall be first recorded or filed. In case of the resignation, stability or refusal to act of Trustee, she then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and a 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 be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness in any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

Mortgagors reserve the privilege of making prepayments at any time without penalty.

### IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHALL BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY BEFORE THE TRUST DEED IS FILED FOR RECORD.

MAIL TO The First National Bank of Winnetka  
P.O. Box 216  
Winnetka, Illinois 60093

RECORDED IN

CHICAGO TITLE AND TRUST COMPANY

RECORDED FOR RECORD PURPOSES  
1123 Catalpa

Chicago, Illinois

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If the Mortgagors or their successors or assigns convey the premises to any grantee without the note holder's written consent, the entire unpaid balance of the principal sum and all unpaid interest thereon shall at the note holder's election become immediately due and payable.

2336257

MAIL

**END OF RECORDED DOCUMENT**