

# UNOFFICIAL COPY

TRUST DEED

20 290 720

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made November 12, 1975 between

Louise T. Davis, Divorced

herein referred to as "Mortgagors" and AETNA STATE BANK, an Illinois Bank Corporation, doing business in Chicago, Illinois, herein referred to as "TRUSTEE", witness THAT WHEREAS, the Mortgagors are justly indebted to the legal holders of the installment Note hereinafter described, said legal holders being herein referred to as Holders of the Note, in the principal sum of Five Thousand Eighty Nine and 20/100----- Dollars, evidenced by one certain Installment Note of the Mortgagors dated November 12, 1975, made payable TO THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum which includes interest thereon on the balance of principal remaining from time to time unpaid at the rate of 2.51% per cent per annum, in installments (including principal and interest), as described in said Note. All such payments on account of indebtedness evidenced by said Note are payable at 2401 North Halsted Street, Chicago, Illinois, or at such other place as the Holders of the Note may, from time to time, in writing, otherwise direct.

"This instrument was prepared

by Sam T. Carone (name)  
Notary Public

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 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, situate, lying and being in the

County of Cook AND STATE OF ILLINOIS,

to wit:

The North Half of Lot 2 in Block 7 in Chase and Pitner Addition to Evanston, in Sections 13 and 24 in Township 41 North, Range 13 East of the Third Principal Meridian, all in Cook County, Illinois Improved with a residence commonly known as 1136 Florence Avenue, Evanston, Illinois.

20 290 720

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, 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 all real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein 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) screens, window shades, storm doors and windows, floor coverings, in-door beds, 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

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are 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 first above written

(SEAL)

Louise T. Davis (SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

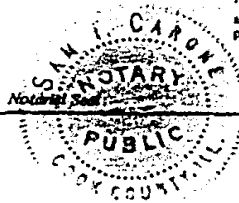
County of Cook

SS: Sam T. Carone  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Louise T. Davis, Divorced

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of Nov. 19 75

Sam T. Carone Notary Public



**THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THIS INSTRUMENT ARE SET FORTH ON THE REVERSE SIDE OF THIS TRUST DEED.**

1. Mortgages 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 incumbrances, and 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 notes, (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon and 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 and premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any pendency 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, Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys 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 the 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.

4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act if the same are required of Mortgages in any form and in manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior or subsequent mortgages and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure sale any property or interest in such tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys authorized by Trustee or the holders of the note to protect the mortgage shall be paid in addition to the indebtedness secured hereby and shall become a part of the debt and payable without notice and without interest thereon at the rate of interest herein provided. The action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them as a result of any such action under the terms of this instrument.

5. The Trustee or the holders of the note hereby assents in making any present or future authorized liability to pay or assessment may do so as a condition to any foreclosing or voluntarily proceeding from the appropriate public officer or official against the accuracy of such bill, statement or certificate of indebtedness, and shall pay the same to the holder of the note or to the holder of the note or to the holder of the note.

6. Mortgages shall pay in full all indebtedness hereon mentioned, both principal and interest, when due, according to the terms hereof. At the option of the holders of the note without notice to Mortgages, all unpaid such debts secured by this Trust Deed shall, notwithstanding anything in the note or in the Trust Deed to the contrary, become due and payable in the case of default for thirty (30) days in making payment of any installment of principal or interest on the note, or in the case of default in making payment of any installment of interest on any other indebtedness secured hereby.

7. When the indebtedness hereon 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 such foreclosure hereon, 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for document filing, recording, advertising, stamp duty, charges, publication costs and costs (which may be estimated as to items to be expended) for the sale of the premises, and all other expenses of such nature as may be necessary or proper to carry out the purposes of this instrument, and similar legal and accountants with respect to the sale of the premises, and all other expenses which may be necessary or proper to prosecute such suit or to evidence to holders of the note, and 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 note in this paragraph mentioned shall become so 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 any proceeding, including probate and bankruptcy proceedings, by which either of them shall be a party, either as plaintiff, claimant or defendant. By reason of this Trust Deed, the indebtedness hereby secured by the preparations for the commencement of any suit for the foreclosure hereof, after record of such right to foreclose, whether or not actually commenced, or the preparations for the delivery of any threatened suit or proceeding which might affect the premises or the title to or the value of the premises, shall be deemed and applied in the following order of priority: First, on account of all costs and expenses incurred by the foreclosing proceedings, and second, on account of such items as are mentioned in the preceding paragraph; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, in accordance with the terms hereof; fourth, in accordance with Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

8. The proceeds of any foreclosure sale of the premises or of all or a part thereof, shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred by the foreclosing proceedings, and second, on account of such items as are mentioned in the preceding paragraph; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, in accordance with the terms hereof; fourth, in accordance with Mortgages, their heirs, 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 said premises. Such appointment may be made either before or after the filing of such bill, and without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the then sale of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and redemptions, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, except by the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or proper in such cases for the protection, possession, control, management or operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien or claim payable by or on account of the premises, or to apply the proceeds of such application as made prior to foreclosure sale, (10) deficiencies in case of a sale and redemptions.

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 attempting 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 access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, but upon a certificate or condition of the premises or to inquire into the validity of the signatures on the instrument, capacity or authority of the signatories on the instrument, Trustee shall be deemed to have received this Trust Deed or to have exercised any power hereon given unless expressly subordinated to the terms hereof and to be liable for any act or omission hereunder, except in case of its own gross negligence or gross conduct of that of the agents or employees of Trustee, and it may require independent satisfactory title before exercising any power hereon given.

13. Trustee shall release this Trust Deed and the lien thereon by proper instrument upon presentation of a satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to any party 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 note herein described any note which bears an identification number purporting to be placed thereon 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 the makers thereof, and where the release is requested of the original Trustee and if he never placed its identification number on the note described herein, it may accept as the 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 the makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or failure of Trustee, 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 identical title, powers and authority as herein given Trustee, and any Trustee or successor shall be entitled to receive the compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

*[Handwritten Signature]*

RECORDED 97195 • 18791720 • A — Rec

MAIL TO  
Aetna State Bank  
2401 N. Halsted St.  
Chicago, Illinois

5.00

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
1136 Florence  
Evanston

PLACE IN RECORDER'S OFFICE BOX NUMBER 102

END OF RECORDED DOCUMENT

071 857 710

*[Handwritten Mark]*