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BOX 305
TRUST DEED

1975 NOV 26 PM 2-13 23 300 834

IN DENTURE, Made this 25th day of October 1975 A.D. 1975
by and between JOHN A. FERGUSON and MARGARET MARTIN FERGUSON a/k/a EILEEN MARTIN
FERGUSON, his wife of the City of Chicago in the County of Cook
and State of Illinois (hereinafter "Mortgagor"), and THE FIRST NATIONAL BANK OF CHICAGO,
a national banking association organized and existing under and by virtue of the laws of The United States of America,
and doing business having its principal office in the City of Chicago, County of Cook and State of Illinois, as Trustee
(hereinafter "Trustee"). WITNESSETH
That the Mortgagor is the holder or holders of the Promissory Instalment

(hereinafter "I") **VITNESSETH:**
THAT, WHEREAS, MORTGAGOR is justly indebted to the legal holder or holders of the Promissory Instalment Note hereinabove described in the Principal Sum of **FORTY SIX THOUSAND AND NO/100** Dollars (\$46,700.00);

Note hereinabove described, the principal sum of **Dollars (\$ 15,000.00)**,
FORTY SIX THOUSAND AND NO/100, evidenced by one certain **Priority** Instalment Note (the identity of which is evidenced by the certificate thereon of Trustee), bearing even date it is now made payable to bearer and delivered, which Instalment Note (hereinafter, the "Note"), bears interest from date of disbursement until maturity at the rate therein set forth, and which principal and interest is payable as follows:

Interest only due December 27, 1975 thereafter the sum of \$ 386.04 due and payable on the day of March, 19th if not sooner paid; each day of each month thereafter the sum of \$ 386.04 shall be applied first to payment of interest at the rate specified in said Note and principal on the balance of said principal sum, and thereafter to principal and principal installments, and thereafter to principal at the rate of 9 per cent per annum, and all of said principal and principal installments being payable in full at a duly of the United States, at such banking house in Chicago, Illinois, as may be designated by the City of Chicago and the State of Illinois; and in any event, until such appointment at the Office of the Trustee or Note Holder(s) of Chicago, Illinois, it is agreed that the principal sum herein together with accrued interest thereon shall be due at once due and payable at the place of payment in said Note specified, at the election, as in this Trust Note is provided, of Trustee or of the holder(s) of the Note. Using the payment of the Note and the performance of the Mortgagor's

payment in said Note, and at the time of the payment of the Note, the Mortgagor's title to the Village of Wilmette, Illinois, Mortgagor, for the purpose of securing the payment of the Note and the performance of the Mortgagor's agreements herein contained, and also in consideration of the sum of One Dollar in hand paid by the Mortgagor to the Mortgagor's successors and assigns, the following described Real Estate, situate, lying and being in the Village of Wilmette, County of COOK, and State of Illinois, as follows:

Lot twelve (12) in Block three (3) in Mc Kinney's Addition to Wilmette situated in the Village of Wilmette, Cook County, Illinois.

hereby) and also all the estate, right, title and interest of Mortgagor in and to the Mortgaged Property, to Trustee, his successors and assigns forever, for the purposes hereinabove set forth, subject to and retaining all rights under and by virtue of the Homestead Exemption Laws of [State] and trust hereby set forth, to retain possession of the Mortgaged Property after any default in the payment of said indebtedness or in the event of any breach of any of the agreements herein contained.

This Trust Deed consists of two pages. The agreements, conditions and provisions appearing on page 2 (the reverse side) of this Trust Deed, are incorporated herein by reference and are hereby made a part hereof and shall be binding on the Mortgagor, then and

Witness the hand and seal of Mortgagor the day and year first above written.

[Signature] [SEAL] Margaret Martin Ferguson a/k/a [SEAL]

[SEAL] Margaret Martin Ferguson [SEAL]
[SEAL] Eileen Martin Ferguson [SEAL]

I, NOTARY PUBLIC, am residing in said County, in the State aforesaid, DO
SUBMIT my application for a Notary Public.

COUNTY OF **DOUGLAS**, STATE OF **MISSOURI**, I, **JOHN AL FERGUSON**, and **MARGARET MARTIN**, personally known to me to be the same person^s, whose name^s are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said Instrument as **their** free and voluntary

I have signed, sealed and delivered the said instrument
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 1st day of July, AD 1919
Notary Public

Notary Public

This instrument prepared by
and should be returned to:
Mary E. Fazio, The First National
Bank of Chicago, One First
National Plaza, Chicago, IL 60601

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THE AGREEMENTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE, HEREOF.

1. Mortgagor agrees to pay each item of indebtedness secured hereby, when due, according to the terms hereof.
2. Mortgagor agrees to:
 - (a) to keep the premises in good repair and make all necessary replacements;
 - (b) to restore or rebuild promptly any building or improvement now or hereafter on the premises which may become damaged or destroyed;
 - (c) to comply with all laws and municipal ordinances with respect to the premises and their use;
 - (d) to keep the premises free from liens of mechanics and materialmen, and from all other liens, charges, or encumbrances prior to or on a par with the lien of the Trust Deed;
 - (e) to permit the Trustee or holder(s) of the Note access to the premises at all reasonable times for purposes of inspection;
 - (f) not to do, nor permit to be done upon the premises, anything that might impair the value thereof, or the security conveyed hereby.
3. Mortgagor further agrees that no substantial repairs or remodeling of the premises shall be made unless the written consent of the Trustee or the holder(s) of the Note shall first have been obtained and Mortgagor shall have deposited with Trustee a sum of money sufficient in the judgment of Trustee or the holder(s) of the Note to pay in full the cost of such repairs or remodeling. Trustee is hereby authorized to apply the money so deposited either during the progress of such repairs or remodeling, or upon completion thereof, in payment of a/c to it thereof and of the reasonable fees of Trustee.
4. Mortgagor agrees to pay promptly, and by means of periodic installments, all water rates, sewer charges, general and special taxes and assessments of every kind which may be levied, assessed, charged or imposed upon the premises and to deliver to Trustee, upon request, extracts or copies of such papers. Mortgagor, to prevent default hereunder, will pay in full, under protest in the manner provided by law, any tax or assessment which Mortgagor may desire to contest.
5. Mortgagor agrees to maintain in force, at all times, fire and extended coverage insurance on the premises at their full insurable value, and also agrees to carry such other hazard insurance as Trustee or the holder(s) of the Note may require from time to time. Said insurance shall be carried in such companies as shall be satisfactory to Trustee or the holder(s) of the Note, and the policies evidencing the same with mortgagee names (satisfactory to Trustee or the holder(s) of the Note) thereon, shall be deposited with Trustee. An appropriate renewal policy shall be delivered to Trustee not later than ten days prior to the expiration of any current policy.
6. In the event of non-payment of principal and interest payable under the terms of the Note, and to provide for the payment of real estate taxes and assessments required to be paid hereunder by Mortgagor, Mortgagor shall deposit with Trustee, on each monthly payment date, as set forth in the Note, an amount equal to one-twelfth of the annual real estate taxes and assessments as estimated by Trustee. In the event such deposit shall not be sufficient to pay such taxes and assessments when due, Mortgagor agrees to deposit, on demand, such additional amounts as may be required, for that purpose.
7. Upon default by the Mortgagor of any agreement herein, Trustee or the holder(s) of the Note may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and shall not make full or partial payments of principal, interest, or accrued and unpaid interest, or redeem from any tax sale or forfeiture affecting the premises, or settle any tax or assessment, or suit, title or cause thereof, or redeem from any tax sale or forfeiture affecting the premises, or contest any tax or assessment. Any payments made or advanced for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable compensation of Trustee, attorneys' fees, and any other payments made by Trustee or holder(s) of the Note, to protect the premises or the lien hereon, including all costs and expenses in connection with: (i) any proceeding, including probate and bankruptcy proceedings to which the note or holder(s) of the Note may be a party; (ii) any action or proceeding to foreclose, or to collect after judgment of such right to foreclose, whether or not such suit is actually commenced, shall be so much additional indebtedness secured hereby and shall bear interest immediately due and payable, without notice, and with interest thereon at eight percent per annum. In making any payment herein authorized, Trustee or the holder(s) of the Note shall be sole judges of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.
8. With respect to any deposit of funds made by the Mortgagor with Trustee hereunder, it is agreed as follows:
 - (a) Mortgagor shall not be entitled to any interest on or after such deposit.
 - (b) Such deposits shall be held by Trustee and shall not be subject to the direction or control of the Mortgagor.
 - (c) Such deposits shall be held by Trustee and shall be subject to the direction of Trustee as at its option, and shall, upon written direction by the holder(s) of the Note, notwithstanding the purpose for which said deposits were made, apply the same in reduction of said indebtedness or any other charges then accrued, or to accrue, secured by this Trust Deed.
9. If default shall occur in the payment of any monthly instalment of principal and interest as provided in the Note; or in the payment of any other indebtedness arising under the Note or this Trust Deed; or in the performance of any other agreement of Mortgagor contained in the Note or this Trust Deed and shall continue for a period of three days; then the following provisions shall apply:
 - (a) All sums secured hereby shall, at the option of Trustee or the holder(s) of the Note, become immediately due and payable, without notice.
 - (b) Trustee or the holder(s) of the Note may immediately foreclose, or sell of this Trust Deed. The court in which any proceeding is pending for that purpose may, at once, or at any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, shall, in the opinion of the court, have power to collect the rents, issues and profits of the premises, the same to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and consecutive liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree.
 - (c) In any foreclosure of this Trust Deed, there shall be allowed and included in the decree for sale, to be paid out of the rents, or the proceeds of such sale,
 - (a) all principal and interest remaining unpaid and accrued hereby;
 - (b) all interest, taxes, advances or paid by Trustee or the holder(s) of the Note pursuant to this Trust Deed, with interest at eight percent per annum from the date of advancement; and
 - (c) all court costs, attorneys' fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree of foreclosing all aforesaid items of title, title searches and examinations, title warranty policies, Tenant in common and similar documents with respect to title which Trustee or holder(s) of the Note may deem necessary in connection with any foreclosure proceeding).
 - (d) The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority:
 - First, on account of the costs of the foreclosure proceedings, including all items set forth herein; second, all other items which, under the terms hereof, constitute additional secured indebtedness, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagor, their heirs, executors, or assigns.
 - (e) 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 the same in an action at law upon the Note hereby secured.
 - (f) This Trust Deed and the lien created hereby shall be released by Trustee upon full payment of all indebtedness secured hereby, the performance of the agreements herein made by Mortgagor, and the payment of the reasonable fees of Trustee. Trustee may execute and deliver such release to, and at the request of, any person who shall, either before or after making his/her products or services to Trustee the Note and Trust Deed representing that all indebtedness secured by this instrument has been paid, which representation Trustee may accept. The maker of the Note, or any certificate or any instrument identifying the same as the Note, described contained in the Note and which purports to be executed by the makers thereof.
 - (g) It is expressly agreed that neither Trustee, nor any of its agents or attorneys, nor the holder(s) of the Note, shall incur any personal liability on account of anything that it, he or they may do or omit to do under the provisions of this Trust Deed, except in case of its, his or their own willful misconduct.
 - (h) The agreements herein contained, shall extend to and be binding upon Mortgagor, and any and all persons claiming by, through or under Mortgagor, the same as if they were in every case named and expressed, and all the agreements herein shall bind them, both jointly and severally, and shall inure to the benefit of Trustee, its successors and assigns, and of the holder(s) of the Note.
 - (i) Each and every remedy provided in the Note is intended to be in the exclusive use of another remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder, and now or hereafter existing. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holder(s) of the Note.
 - (j) The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Trust Deed shall not affect the remaining portions of this Trust Deed, or any agreement, phrase, clause, sentence, or paragraph not so affected; this Trust Deed shall be construed as if such agreements, phrases, clauses, sentences, or paragraphs had not been inserted.
 - (k) Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the office of the Recorder (or Registrar) of the County in which this instrument shall have been recorded for registered.
 - (l) In case of that resignation, inability or refusal to act of The First National Bank of Chicago, as Trustee, at any time when its action hereunder may be required by any person entitled thereto, then the Chicago Title and Trust Company shall be and it is hereby appointed and made successor in trust to The First National Bank of Chicago, as Trustee under this Trust Deed, with identical powers and authority, and the title to said Mortgaged Property shall therupon become vested in such successor in trust for the uses and purposes aforesaid.

Form 14384-4A

END OF RECORDED DOCUMENT