

24592121

TRUST DEED (Illinois)  
For use with Note Form 1448  
(Monthly payments including interest)

1978 AUG 21 AM 11 43

The Above Space For Recorder's Use Only

THIS INDENTURE, made July 8th 19 78, between William R. Higgins and William T. Giova herein referred to as "Mortgagors," and

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Beater

and delivered, in and by which note Mortgagors promise to pay the principal sum of \$5,900.00 Five Thousand Nine Hundred Dollars, and interest from on the balance of principal remaining from time to time unpaid at the rate of per cent per annum, such principal sum and interest to be payable in installments as follows: 33 payments at \$104.66 Dollars on the 22nd day of August 19 78 and 16 5-3-2 24592121 330 Dollars on the 22nd day of each and every 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 22nd day of July 19 78; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 12 per cent per annum, and all such payments being made payable at Bank of Elmhurst

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof; in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situated, being and being in the Evanston COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 15 (except the West 5.50 feet of the South 8 feet together with the West 2.50 feet lying North of the South 8 feet of said Lot) also that part of Lot 12 described as follows: beginning at a point in the South line of said Lot 12, 11.0 feet West of the South East corner of said lot 12; thence West 59.0 feet to a point 2.50 feet North of the South line of said Lot 12; thence South 2.50 feet to the South line of said Lot 12 and thence East along the said South line 59.0 feet more or less to the place of beginning, all in Stanley J. Piotrowicz Jr.'s Addition to Evanston, being a Subdivision of Block 3 (except the North 4.75 feet of the East 125.0 feet thereof) in Walter's Addition to Evanston, being a Subdivision of the North 1/2 of the South 1/2 of the North East 1/4 of the South East 1/4 of Section 24, Township 41 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

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

TOGETHER with all improvements, easements, encumbrances, and appurtenances thereto, including, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles of or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether electrically or otherwise controlled), and ventilation, including (without restricting the foregoing) screens, window shades, awnings, storm doors and windows, floor coverings, indoor beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereinafter attached to the premises by Mortgagee or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, in or his 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 Laws of the State of Illinois, which said rights and benefits Mortgagee 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 hereby are made a part hereof the same as though they were hereunto set out in full and shall be binding on Mortgagee, their heirs, successors and assigns.

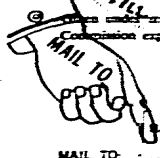
Witness the hands and seals of Mortgagee the day and year first above written.

PLEASE PRINT OR TYPE NAMES BELOW SIGNATURES

11:00

(Seal) \_\_\_\_\_ (Seal)

State of Illinois, County of Cook, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ Mrs. Willie B. Higgins \_\_\_\_\_ personally known to me to be the said 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, including the release and waiver of the right of homestead.



THIS INSTRUMENT PREPARED BY \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS OF PROPERTY \_\_\_\_\_

\_\_\_\_\_ 226 Kesley \_\_\_\_\_

\_\_\_\_\_ Evanston, Illinois \_\_\_\_\_

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO: \_\_\_\_\_

MAIL TO: ADDRESS \_\_\_\_\_ CITY AND STATE \_\_\_\_\_

OR RECORDER'S OFFICE BOX NO \_\_\_\_\_

DOCUMENT NUMBER

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THESE TERMS BEGINS:

1. Mortgages shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements, of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
2. Mortgages 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 the original or duplicate copies thereof. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by law, any tax or assessment which Mortgages may owe to any authority.
3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and 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 Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage or policy 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 thereof, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior or any other lien, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any lien or foreclosure affecting said premises or control any tax or assessment. All moneys paid on any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, in reasonable compensation to Trustee for each matter concerning which action is taken hereunder 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 seven per cent per annum. Inaction 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 Mortgages.
5. The Trustee or the holders of the note hereby authorized 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 officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim therefor.
6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the note, and without recourse to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in the discharge of any other obligation secured hereunder for three days in the performance of any other agreement of the Mortgages herein contained.
7. When the indebtedness herein secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note of Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. 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 note for attorney's fees, Trustee's fees, appraiser's fees, and other reasonable, documentary and expert evidence, stamp-duty charges, publication costs and costs (which may be estimated as to items to be expended after sale) of the decree, of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar title and assurance with respect to title as Trustee or holders of the note may deem to be reasonably necessary, except so provided herein, or to be made in connection with any sale which may be had pursuant to such decree the true condition of the title to the value of the premises, including all encumbrances and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be 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 foreclosure suit or proceeding, including but not limited to preparing and filing a petition for foreclosure, a bill of sale, a bill of partition and judgment, or a bill of foreclosure, by reason of this Trust Deed or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or for any expenses 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 applied and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, and of all such debts as are mentioned in the preceding paragraph hereof; second, all other debts which under the terms hereof constitute secured debts additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgages, their heirs, legal representatives or assigns as their rights may appear.
9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment shall be made before or after sale of the premises, and shall not be subject to the approval or disapproval of Mortgages at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee or holder 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 said foreclosure suit and during the term of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further period when Mortgages, 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 appropriate in such cases for the protection, possession, control, management and operation of the premises during the term of such 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 all the indebtedness secured hereby, or by any decree foreclosing this Trust Deed or any tax, special assessment or other lien which may be or hereafter become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party borrowing 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, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
13. 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 Trustee may execute and deliver a release hereof to and by the request of any person who shall either before or after maturity thereof produce and exhibit to Trustee the principal note, together with 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 genuine note herein described 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 the principal note and which purports to be executed by the person herein designated as the makers thereof, and where the release is requested of the original trustee, and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the person herein designated as makers thereof.
14. Trustee may register by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed in case of the death, resignation, inability or refusal to act of Trustee, and in the event of the death, resignation, inability or refusal to act of the then Recorder or Registrar of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any 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 Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

RECORD OF RECORDED