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637491

TRUST DEED

24 768 852

TTC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made DECEMBER

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978 , between EGBERT A. Forbes and

Irestelle S. Forbes, 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:

Chicago, Illinois, herein referred to as I ROSIEE, withesself.

"HAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said leg. I holder or holders being herein referred to as Holders of the Note, in the principal sum of

SEVENTEEN THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS AND EIGHTY-FOUR/100 _ Dollars, evidenced to one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivere i, ir and by which said Note the Mortgagors promise to pay the sum of \$17,682.84 including interest in including interest in

A S ATED IN THE NOTE OF EVEN DATE HEREWITH DOMANS OK MICK XYXXXX 4300

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NOW, THEREFORE, the 'tenants to secure the payment of the said sum of money in accordance with the terms, provisions and limitations of this trust deed, and 'to 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY 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 also in consideration of the Mortal Allo of the Mortal Al

Lot 26 in Block 3 in McI tosh - Church Street Addition to Evanston of Section 13, Township 41 North, Fange 13 lying east of the 3rd principal meridian in Cook County, I linois

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COOK COUNTY, ILLINOIS FILED FOR RECORD

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DECONDER OF DEEDE

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

TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belonging. ... all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged prima ly and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or there in user to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, relud let in the transfer of the property of those and in the premiser of the physically attached thereto or not, and it is agreet 'the 'all limital apparatus, foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreet 'they 'all limital apparatus, foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreet' they 'all limital apparatus, they are the property of the p

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, ar . up on the uses and Trusts the rein est forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the St ite o. 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 ev. se side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs,

witness the hand and seal of Mortgagors the day and year first above written.

STATE OF ILLINOIS,

SS.

A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT Erbert AT Forbes and Trestelle S. Forbes

his wife

who are personally known to me to be the same person 8 whose name8 are subscribed to the instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

F. 2030 Trust Deed — Individual Mortgagor — Secures One Instalment Note with Interest Included in Paymen

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1. Mortagons shall (a) promptly regit. respect or releasing and the intermediated or the intermediated or control expension in the commendation of the control to the presents and special respective to the lines heaved, and upon request exhibit statisfactor evidence of the discharge of such prior (fin to Traintee of to the presents as expensive to the lines heaved, and upon request exhibit statisfactor evidence of the discharge of such prior (fin to Traintee of to the presents of the control of th		Page 2	e ar
of eliminate from one expecting benchmarked on the loss beard (c) plus there due not indebted the with the control of the cont	100	THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):	
service charges, and orther charges aspired the promities which about and adult, upon written request, further to Tracter or to building or an advanced to the control of t	ti h	r claims for lien not expressly subordinated to the lien hereof; (c) 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 olders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said remises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no not the process of t	
MALTON TO BE ADDRESS AND A SECONDERS OF FIGURE 1 AND A SECONDERS AND A SECONDE	se de	rvice charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note uplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax assessment which Mortgagors may desire to contest.	
remeabl solicies not leas than iten days priet to the empéricle dates of explayation. In the control of the bolder of the storic, and without solicies to Managers, and unput of the bolder of the storic, and without solicies to Managers, become due and populate immediately, less uncerned change, in the case of circle in a mainting prayment of the control of the storic of the st	lig by se fo	3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, thining or windstom; and flood damage, where the lender is required by law to have its nan so insured) under policies providing for payment to the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness cured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or 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	
S. When the indebtedness bereity second shall become due whether by accidention of collective, bodies of the note or Trustee shall have decree for used as ignored production and expenditures and expensive which may be paid or incurred by or to obtain of the state of holders of the note or the collective of the productive of the collective of the collec	of o	eliver all policies, including additional and renewal policies, to notices of the note, and in case of insurance about to expire, shall cleave newal policies not less than ten days prior to the respective dates of expiration. 4. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holders f the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note r in this Trust Deed to the contrary, become due and payable immediately, less uncarned charges, in the case of default in making payment of	
5. The proceeds of any forectonure sale of the premises shall be distributed and applied in the following order of priority: First, on account see, of, all other times which much returns hereof constitute secured individences additional to rate evidence by the constitute of the priority of the secure of the s	th the fe	5. 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 the lien hereof, there shall 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' es, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which ay be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, the insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to reasonably necessary either to prosecute such suit or to evidence to bidders at any salvich may be had pursuant to such decree the true	
said premit a. "web appointment may be made either before or after sale, without notice, without regard to the solvency or many controlled as a "unsected or not and the Toustee hereunder may be appointed as such receives. Such receive hald have power to collect the rents, issue and profits of said premites during the pendency of most foreclosure suit and, in case of a sale and adelicency, which the first the tous of the sale and profits and all have power to collect the rents, issue and profits of said premites of the sale and profits, and all other powers which we have the profits of said there were a south to extend the sale of the sale and adelicency, which is the sale of the sale and profits, and all other powers which we necessary or are forecast to the sale of the sale	se sh	5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account all such expenses incident to the foreclosure proceedings, including all such tiems as are mentioned in the preceding paragraph hereof; c. d., ill other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest each series provided: bird. all principal and interest remaining unpaid on the note; fourth any overglus to Morteagors, their heirs, legal	
Court from these of the process of t			
8. No action for the eni recement of the line or of any provision hereof shall be subject to any defense which would not be good and 9. Trusties or the Indian of the locken of the city shall be permitted for that purpose. 9. Trusties or the Indian of the end shall have the right to impact the premises at all reasonable times and access therete shall be permitted for that purpose. 10. Sexpressive of the Indian of Indian	Co ind sur	ust in such cases or the protection, possession, control, management and operation of the premises during the whole of said period. The unit from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The lebtedness secured he.eby, or any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become perior to the lien hereof or such electere, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and	
signatures or the identity, capelly, or at the by of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust except in case of the way get he may be a superior of the terms beyon, no be falled to any six or ordistions themediates attributed by to it before exercising any power he in given. Secondary to it before exercising any power he in given. The proof by proper instrument upon presentation of satisfactory coldence that all indebtedness secure by this trust deed has been full "pads and Trustee may execute and deliver a relaxation of satisfactory coldence that all indebtedness secure by the trust deed has been full "pads and Trustee may execute and deliver a relaxation of satisfactory coldence that all indebtedness secure by the trust deed has been full "pads and Trustee may execute and deliver a relaxation of the analysis of the proper instruction of the purpors to be presented and which conforms in substance with the description herein contained of the note and which purpors to be executed by the presented and which conforms in substance with the description herein contained of the note and which purpors to be executed by the presented and which conforms in substance with the description herein contained of the note and which purpors to be executed by the presented and which conforms in substance with the description herein contained of the note and which purpors to be executed by the presented and which conforms in substance with the description herein contained of the note and which purpors to be executed by the presented and which conforms in substance with the description has never be presented and which purpors to be executed by the presented and which conforms in substance with the description has never because the present of the present of the present of the present of the present o	ava per	8. No action for the ent recement of the lien or of any provision hereof shall be subject to any defense which would not be good and ilable to the party interposing	
secured has been paid, which representation Trustee was account at true without lengthy. Where a release is requested of a successor trustee, thereon by a prior trustee hereined or which conforms is sub-lance with the description herein contained or must be placed be executed by the perions herein designated as the make. See of; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein it a ry ascept as the genuine note indescribed any note which may be persons herein designated as makers thereof. The persons herein designated as makers thereof. The persons herein designated as makers thereof. 12. Trustee may resign by instrument in writing filled in the office of near contained of the note and which purports to be executed by the persons herein designated as makers thereof. The persons herein designated as makers thereof. 12. Trustee may resign by instrument in writing filled in the office of near contained of the note and which purports to be executed by the persons herein designated as makers thereof. 13. This Trust Deed and all provisions bereof, shall extend to and be be using upon Mortgagors and all provisions and authority as any herein designated as the persons hall have the identifiation of the persons chaining under or through the persons hall have extended an not or this Trust Deed and which purports are constructed to mean "motes" when more than one not is use. 14. Before releasing this trust deed, Trustee or successor hall have executed as not or this Trust Deed. The word "most" when more than one not is use. Prepared by: Anna Placek 7. South Dearborn Chicago Title Abd. Trustee and Trustees Act of the State of this instrument by its rate schedule in effect when the provisions of this trust deed. The provisions of the "Trust And Trustees Act of the State of this shall be applicable to this trust deed. PLEASE OF TRUST OF TRUST ON STREET CHICAGO, ILLINOIS 60602 PLACE IN RECORDER'S NORE TRUST ON TRUST ON TRUST ON	sign dee exc sati	natures or the identity, capacity, or a tho ity of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust do to exercise any power herein give, an's expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, sept in case of its own gross negligence of an expension of the agents or employees of Trustee, and it may require indemnities isfactory to it before exercising any owner he cin eight.	
be executed by the periors herein designated as the make. Let of and where the release is requested of the original trustee and it has never placed its identification number on the note described herein it in any accept as the genuine herein described any note which may be persons herein designated as makers thereof. 12. Trustee may resign by instrument in writing filed in the file of the coorder or Registrate of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal 1, are of Trustee, the Recorder of Deeds of the county in which the been recorded or filed, in case of the resignation, inability or refusal 1, are of Trustee, the Recorder of Deeds of the county in which the been recorded or filed, in case of the resignation, inability or refusal 1, are of Trustee, the Recorder of Deeds of the county in which the been recorded or filed, in case of the resignation, inability or refusal 1, are of Trustee, the Recorder of Deeds of the county in which the been recorded or filed, in the instrument shall be construed to make the provisions of the construed to mean "notes" when more than one note is use. 14. Before releasing this trust deed, Trustee or successor shall neceive for its series at 5 and or this frust Deed. The word "notes" when more than one note is use. 14. Before releasing this trust deed, Trustee or successor shall neceive for its series at 5 and or this frust Deed and the release deed its issued. Trustee or successor shall neceive for its series at 5 and or this frust Deed The word "notes" when more than one note is use. 15. The recording the provisions of the "Trust And Trustees Act" of the State of Juny 1 Assistant Secretary 1 Ass	sec suc	ured has been paid, which representation Trustee 'nay accept as true without inquiry. Where a release is requested of a successor trustee, the successor trustee may accept as the genuine note near a o scribed any note which bears an identification number purporting to be placed	
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The release deed is issued. Trustee or successor shall be entitled to reasonable compensal on Ar any other act or service performed under any provisions of this trust deed. Prepared by: Anna Placek 7 South Dearborn Chicago, Illinois #60603 IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD. MAIL TO: ATTN: IDENTIFICATION DEPARTMENT LIL WEST WASHLINGTON STREET CHICAGO, ILLINOIS 60602 PLACE IN RECORDER'S OFFICE BOX NUMBER DEED IS RECORDER'S OFFICE BOX NUMBER DEATH TO STAND TRUST COMPANY THERE TO RECORDER'S DEPORT THE PROTECTION OF ABOVE DESCRIBED PROPERTY HERE TO RECORDER'S DEPORT THE PROTECTION OF ABOVE DESCRIBED PROPERTY HERE TO RECORDER'S DEPORT THE PROTECTION OF ABOVE DESCRIBED PROPERTY HERE	bee pre here	en recorded or filed. In case of the resignation, inability or refusal t ac of Trustee, the then Recorder of Deeds of the county in which the mises are situated shall be Successor in Trust. Any Successor in Trust he under shall have the idential title, powers and authority as are cin given Trustee. 13. This Trust Deed and all provisions hereof, shall extend to and be bound upon Mortgagors and all persons claiming under or through	
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Chicago, Illinois #60603 IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILLED FOR RECORD. CHICAGO TITLE & TRUST COMPANY MAIL TO: ATTN: IDENTIFICATION DEPARTMENT 111 WEST WASHINGTON STREET CHICAGO, ILLINOIS 60602 PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 533			
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