

66-85-8835

TRUST DEED

IMPORTANT

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

THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, made February 6th, 1979, between

THOMAS A. WITT AND JUDITH R. WITT, his wife

(the "Mortgagors"), and

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, a national banking association duly qualified to act as Trustee and located at 800 Davis Street, Evanston, Illinois, as Trustee (said First National Bank and Trust Company of Evanston in its capacity as Trustee hereunder being referred to as "Trustee" and in its individual capacity being referred to as "Bank"), witnesseth:

WHEREAS, the Mortgagors are justly indebted to the Bank as evidenced by the note hereinafter described and may subsequently become further indebted to the Bank on account of additional advances made by the Bank to the Mortgagors as herein referred to;

NOW, THEREFORE, the Mortgagors for good and valuable consideration, the receipt whereof is hereby acknowledged, and to secure the payment of all principal of and interest accrued or to accrue on the following described indebtedness (the "indebtedness secured hereby"):

(a) The indebtedness of the Mortgagors to the Bank evidenced by that certain promissory note of the Mortgagors of even date herewith, payable to bearer and delivered to the Bank in the principal sum of SEVENTY FOUR THOUSAND FOUR HUNDRED FIFTY AND NO/100 Dollars (\$74,450.00), such principal sum, together with interest thereon at the rate provided for in said note, being expressed to mature in 368 consecutive monthly installments, with the final installment thereon, if not sooner paid, due on April 1st, 192008; and

(b) Additional indebtedness of the Mortgagors or their successors in title to the Bank arising from additional advances made by the Bank to the Mortgagors or their successors in title prior to the cancellation of this Trust Deed and evidenced by the written obligation or obligations of the Mortgagor or such successors reciting therein that such obligation or obligations evidence an additional advance under, and are secured by, this Trust Deed and with such other terms and conditions as may be agreed upon by the Mortgagors or such successors and the Bank, provided that the aggregate principal amount of the indebtedness secured by this Trust Deed (exclusive of all interest, charges, fees, costs and expenses and all advances made to preserve or protect the mortgaged premises and to perform any covenant or agreement of the Mortgagors herein contained) shall not at any time exceed SEVENTY EIGHT THOUSAND DOLLARS (\$78,400.00); and also to secure the performance and observance of all of the covenants and agreements of the Mortgagors herein contained, do by these presents CONVEY AND WARRANT to the Trustee and its successors in trust and assigns the following described real estate (the "premises") located in Cook County, Illinois and legally described as follows:

The South 35 feet of Lot 2 in Block 2 in the Ridge Subdivision in South Evanston, a Subdivision of the South 53 1/3 Rods of the East 1/2 of the North East 1/4 of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon for so long and during all such times as the Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles (whether single units or centrally controlled) now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, elevator service and window protection, including, without restriction, the foregoing, screens, window shades, awnings, floor coverings, in-door beds, awnings, vacuum cleaners, incinerators, 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 aforesaid, and upon the uses and trusts herein set forth, and 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors 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 mechanical or 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

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 indebtedness secured hereby duplicate receipts therefor. To prevent 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 windstorm and such other hazards and risks 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 indebtedness secured hereby, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the indebtedness secured hereby, 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 indebtedness secured hereby, 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 therein, Trustee or the holders of the indebtedness secured hereby, or any of them, may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner of payment, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title claim thereof, or redeem from any tax sale or forfeiture affecting said premises or cause any such tax lien or other prior lien or title claim to be satisfied or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or cause any such tax lien or other prior lien or title claim to be satisfied or claim thereof, or in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the indebtedness secured hereby or any of them, to protect the mortgaged premises and the lien hereof, plus reasonable attorneys' fees and costs, shall be so much additional indebtedness secured hereby and in addition to the indebtedness secured hereby shall be payable without notice and with interest thereon at the rate of eight per cent per annum, inaction of Trustee or holders of the indebtedness secured hereby shall be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors or the holders of the indebtedness secured hereby making any payment hereunder without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. The Mortgagors will not, without the prior written consent of the holder or holders of the indebtedness secured hereby being first had and obtained, make, permit, cause, or contract or agree to, the sale, assignment, transfer or lease of said premises, or any portion thereof or interest therein, or make or permit any material alteration in said premises except as required by law or municipal ordinance.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the indebtedness secured hereby, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in any note or other obligation evidencing the indebtedness secured hereby, or in this Trust Deed to the contrary, become due and payable immediately in the case of default in making payment when due of any principal of or interest on the note, or (b) when default shall occur in the observance or performance of any covenant of Mortgagors contained in paragraph 5 hereof, or (c) when default shall occur and continue for three days in the performance or observance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, holders of the indebtedness secured hereby or any of them, or Trustee shall have the right to foreclose the lien hereof. 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 indebtedness secured hereby, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the indebtedness secured hereby, or any of them, may deem to be reasonably necessary to prosecute such suit or to evidence 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 secured hereby; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not action is commenced; or (c) preparations for the defense of any such foreclosure suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

Mortgagor shall provide or pay for a Mortgage Guaranty Insurance Policy, from an insurer acceptable to Mortgagee, in an amount required to satisfy the requirements for this mortgage loan to qualify under the City of Evanston, Cook County, Illinois Residential Mortgage Revenue Bonds Series 1979A Program. Mortgagor shall pay to mortgagee monthly, on the day monthly installment of principal

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and interest are due, a sum equal to 1/12 of the yearly premium for such mortgage insurance, if any.

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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 7 hereof; second, all other items which under the terms of paragraph 4 hereof constitute additional indebtedness secured hereby with interest thereon as herein provided; third, all principal and interest on the indebtedness secured hereby; fourth, any surplus to Mortgageors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of any suit to foreclose this Trust Deed, the court in which such suit is filed may, either before or after sale without notice to the Mortgageors or any party claiming thereunder, and without giving bond on such application (any and all such notice and bond being hereby expressly waived), and also without regard to the solvency or insolvency at the time of such application of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver (who may be the Trustee or its successor in trust hereunder) for the benefit of the holders of the indebtedness secured hereby or, upon application of the Trustee or any holder of the indebtedness secured hereby, enter an order as provided by statute placing the Trustee or any holder of the indebtedness secured hereby in possession of the premises, with power in either trust to collect the rents, issues and profits, and to become due 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 Mortgageors, except for the intervention of such receiver or the Trustee or any holder of the indebtedness secured hereby in possession as aforesaid, would be entitled to collect such rents, issues and profits, and the court may from time to time authorize said receiver or person in possession, as the case may be, to apply the net amounts in his hands in payment (in whole or in part) of any or all of the items following: (1) amount due upon the indebtedness secured hereby; (2) amount due upon any decrees entered in any suit foreclosing this Trust Deed; (3) insurance of the improvements on said premises; (4) taxes, special assessments, water rates or any other lien or charge upon said premises that may be or become co-ordinate or superior to the lien of this Trust Deed or of any decree foreclosing the same; or (5) for any necessary repairs upon said premises. As a concurrent (and not alternative or exclusive) remedy it shall be lawful for the Trustee, its agents or attorneys (although none of them shall be under any obligation so to do) forthwith, either with or without process of law, forcibly or otherwise, to enter upon and take possession of said premises and property, to expel and remove any person, goods or chattels occupying or upon the premises, and to collect and receive all the rents, issues and profits thereof, and to manage and control the same, making from time to time all needed and proper repairs and to lease the same or any part thereof, from time to time and after deducting all reasonable trustees', solicitors' and attorneys' fees and all expenses incurred in the protection, care, repair and management of said premises, apply the remaining net income upon the indebtedness secured hereby in the same manner as is hereinabove specified upon a sale of said premises under foreclosure, the event of default hereunder, as above provided. Mortgageors agree to pay to the Trustee, or to any receiver appointed for said premises or any person in possession of the premises as aforesaid, the reasonable rental value from the date of such default of any parts of said premises occupied by Mortgageors, without regard to the then value of said premises and regardless of whether or not decree of sale has been entered or sale had thereon.

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 intervening herein in any proceeding at law upon the notes or other obligations evidencing the indebtedness secured hereby. If Mortgageor is a corporation, it hereby waives any and all rights of redemption from the foreclosure of this Trust Deed, on its behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgageor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

11. The Trustee or any holder of the indebtedness secured hereby shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. The Trustee shall have no responsibility as to the validity of this instrument or of the lien purporting to be hereby created or for the consequences of any breach on the part of the Mortgageors of any of the covenants herein contained that the Trustee shall be under no obligation to do or refrain from doing any act hereunder except upon the written request of the holder of the indebtedness secured hereby and upon being first notified, as often as may be required, to its full satisfaction; that the Trustee may buy, sell, own and deal in the indebtedness secured by this Trust Deed and may enforce its rights as such holder to the same extent as if it was not trustee hereunder; that the Trustee, or the holder of the indebtedness secured hereby, nor the holder or holders of the indebtedness secured hereby, shall incur any personal liability on account of anything that it, he or they may or omit to do under the provisions of this deed, except in case of its, his or their own gross negligence or willful misconduct; that in case FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON merges or consolidates with other person, firm or corporation as the holder of its business, or is taken over by another corporation having trust powers, such corporation shall be Trustee hereunder with the same effect as if originally appointed as such and shall be considered included in the term "Trustee" as herein used; that the Trustee, or any successor trustee, may at any time resign and discharge itself of the trust hereby created by a resignation in writing filed in the office of the Recorder of the county in which this instrument shall have been filed or recorded; and further that in case of the resignation, inability or refusal to act of the Trustee at any time when its action hereunder may be required by any person entitled thereto, then CHICAGO TITLE AND TRUST COMPANY, a corporation created and existing under the laws of the State of Illinois and doing business in the City of Chicago, Illinois, shall be and it is hereby appointed and made successor-in-trust to said Trustee under this Trust Deed, with identical powers and authority, and the title to said premises shall thereupon become vested in such successor-in-trust for the uses and purposes aforesaid.

13. The 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 the Trustee may execute and deliver a release hereof to and at the request of any person who will, either before or after maturity thereof, produce and exhibit to the Trustee the note described in item (a) of the granting clause hereof representing that all indebtedness secured hereby has been paid and representation the Trustee may accept as true without inquiry. The Trustee shall not be obligated to ascertain whether any additional advance referred to in item (b) of the granting clause hereof has been made hereunder and then remains out and is not liable for the same. In no event shall any duty to inquire or ascertain whether any additional advances have been made hereunder, whether or not the written obligation of the Mortgageors evidencing such additional advance has been theretofore presented to the Trustee for identification, be required of the Trustee. In the event any such duty to inquire or ascertain has been identified by the Trustee hereunder, where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described in item (a) above 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 such 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 it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note described in item (a) above 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. In the event any note or obligation presented to the Trustee or its successor hereunder in connection with any such release bears thereon any endorsement of any person who was or was purported to be the holder of the note or of any successor trustee, the Trustee, its successor trustee, or any successor trustee may also, but shall not be obligated to, require that all such signatures on such endorsements be guaranteed by a bank or trust company.

14. In order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mortgageors, Mortgageors shall deposit with the holders of the indebtedness secured hereby, or such other person, firm or corporation as the holders of the indebtedness secured hereby may designate, on each month of payment date, an amount equal to 1/12th of the annual premium on all such insurance as determined by the amount of the last available bill and 1/12th of the annual taxes and assessments assessed against the premises or such greater amount as the holders of the indebtedness secured hereby may require in order to accumulate on the first day of January of each year a fund sufficient to pay the taxes and assessments anticipated to be payable with respect to the premises in that calendar year. The moneys thus deposited in such insurance and tax reserves are to be held without interest and are to be applied to the payment of such taxes and assessments as the same become due or for renewing insurance policies when the same expire or for paying premiums thereon, and in the event any deficit shall exist in the amount of the moneys deposited, Mortgageors agree to deposit any amount necessary to make up the deficiency. Nothing in this paragraph contained, however, shall relieve Mortgageors from the performance of any other covenants and agreements relative to the payment of taxes, assessments and insurance premiums. In case of default in payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgageors herein contained, the holders of the indebtedness secured hereby may apply any and all moneys then on deposit on account of the indebtedness secured hereby.

15. Each and every remedy herein conferred upon or reserved to the Trustee or the holders of indebtedness secured hereby shall be cumulative and shall be in addition to any remedy given by law or in equity or that may be presented or which may be construed as a waiver of any such default or acquiescence therein; that any such right and power may be exercised from time to time and as often as may be deemed expedient. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgageors and their heirs, legal representatives and the words "Mortgageors" and the word "Mortgageor" when used herein shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed this Trust Deed or any note or obligation evidencing any of the indebtedness secured hereby.

In Witness Whereof this Trust Deed has been executed and attested by Mortgageors the day and year first above written.

*Thomas A. Witt* (SEAL)  
Thomas A. Witt

*Judith R. Witt* (SEAL)  
Judith R. Witt

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

**RUTH E. BOWER**

I, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that

**THOMAS A. WITT AND JUDITH R. WITT, his wife**

who is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she, they) signed, sealed and delivered the said instrument as his (her, their) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



of the \_\_\_\_\_ President and \_\_\_\_\_ Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said \_\_\_\_\_ Secretary, then and there acknowledged that he (she), as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his (her) own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_  
*Ruth E. Bower*  
Notary Public  
My Commission Expires: *Dec 28 1982*

The note mentioned in item (a) of the granting clause of the within Trust Deed has been identified herewith under Identification No. *2719*  
Any written obligation evidencing additional advances made pursuant to item (b) of said clause shall be presented to the Trustee for identification, be identified under the same number.  
By *W. A. Witt*  
FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, ILL.  
Randolph McClapperty, Vice President  
THIS INSTRUMENT WAS PREPARED BY  
First National Bank and Trust Company of Evanston  
800 Davis Street  
Evanston, Illinois 60204

DELIVER TO: \_\_\_\_\_  
BOX 661  
OR: NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_

END OF RECORDED DOCUMENT

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