

# UNOFFICIAL COPY

## TRUST DEED

Box 805

24 068 907

12.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 15, 1977, between

HOWARD W. MELTON and JO ANNE MELTON, his wife, (hereinafter called "Mortgagor"), and STATE NATIONAL BANK, a National Banking Association, doing business in Evanston, Illinois, (hereinafter called "Trustee"), witnesseth:

65-15851-59

THAT WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, (hereinafter called the "Holders of the Note"), in the principal sum of SEVENTY THOUSAND and 00/100 Dollars (\$ 70,000.00) evidenced by one certain Instalment Note (hereinafter called the "Note") of the Mortgagor of even date herewith, made payable to BEARER and delivered, in and by which Note the Mortgagor promises to pay such principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of 7 per cent per annum in instalments as follows:

FIVE HUNDRED FIFTY TWO and 00/100 (\$552.00) Dollars on the first day of October 1977 and FIVE HUNDRED FIFTY TWO and 00/100 (\$552.00) Dollars on the first day of each month thereafter until the Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of September 1982.

such payments on account of the indebtedness evidenced by the Note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest after maturity at the rate of lawful per cent per annum, and all of said principal and interest being payable in lawful money of the United States of America, or at the office of STATE NATIONAL BANK, in Evanston, Illinois, or at such other place as the Holders of the Note may, from time to time, in writing appoint;

NOW, THEREFORE, the Mortgagor to secure the payment of the Note and the performance of the Mortgagor's covenants, conditions and provisions herein contained, and also in consideration of the sum of One Dollar on hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate (hereinafter called "Real Estate") and all of Mortgagor's estate, right, title and interest therein, AND STATE OF ILLINOIS, to-wit: City of Evanston COUNTY OF COOK

Lot 14 (except the West 1.2 feet thereof) in Block 3 in John Culver's Addition to North Evanston, a Subdivision of Lots 3 to 10 and the East 33 feet of Lots 1 and 2 of Smith's Subdivision of the South part of Quilmette Reservation, Township 42 North, Range 13 East of the Third Principal Meridian together with the South 50 feet of the East half of Lot 3 and Lots 4 to 9 in Subdivision of Baxter's share of the Quilmette Reservation aforesaid in Cook County, Illinois.

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which, with the property hereinafter described, is hereinafter called the "premises,"

TOGETHER with all the tenements, privileges, easements, hereditaments and appurtenances now or at anytime hereafter the unto belonging, all buildings, improvements and fixtures now located or hereafter to be placed on the Real Estate, all rents, issues and profits thereof (which are hereby expressly assigned and pledged primarily and on a parity with the Real Estate as security for the payment of the indebtedness secured hereby), and all apparatus, equipment or articles now or hereafter therein or thereon of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all stoves, ranges, sinks and awnings, screens, storm windows and doors, floor coverings, indoor beds, curtain fixtures, venetian blinds, gas and electric fixtures, incinerators, washing machines, dryers, dishwashers, radiators, heaters, ranges, apparatus for supplying or distributing heat, hot water, light, water, air conditioning, refrigeration, power, ventilation and all other apparatus and equipment in or that may be placed in any building now or hereafter standing on said Real Estate (which are hereby agreed to be part of the Real Estate and appropriated to the use of the Real Estate, and whether affixed or annexed or not, shall for the purposes of this Trust Deed be deemed conclusively to be Real Estate and conveyed hereby) and also all the estate, right, title and interest of Mortgagor of, in and to the premises.

TO HAVE AND TO HOLD the premises unto the 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 Mortgagor does 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 a part hereof and shall be binding on the Mortgagor, his heirs, successors and assigns.

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

Howard W. Melton [SEAL]
Joanne Melton [SEAL]

STATE OF ILLINOIS
COUNTY OF COOK

I, Kathleen C. Acks, the undersigned, a Notary Public in and for said residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT HOWARD W. MELTON and JO ANNE MELTON, his wife,



who are personally known to me to be the same persons whose names 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 act, 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 16th day of August A.D. 1977

THIS INSTRUMENT PREPARED BY: STATE NATIONAL BANK, EVANSTON, ILL.

DOROTHY BORCHARDT ASSISTANT VICE PRESIDENT

Kathleen C. Acks Notary Public My Commission Expires 5-17-78

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BOX 805

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagor shall (1) keep premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (2) promptly repair, restore or rebuild any buildings or improvements or from mechanic's or other liens or claims for lien not expressly damaged or destroyed; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (4) comply with all laws, regulations and ordinances with respect to the premises and the use thereof; (5) 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; (6) make no material alterations to the premises except as required by law, regulation or ordinance.
2. Mortgagor shall pay before any penalty attaches all general 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. 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 Holders 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 Holders of the Note and the policies evidencing the same with mortgage clauses (satisfactory to Trustee or the Holders of the Note) attached, shall be deposited with Trustee. An appropriate renewal policy shall be delivered to Trustee not later than thirty days prior to the expiration of any current policy.
4. In addition to the monthly installments of principal and interest payable under the terms of the Note, and to provide for the payment of real estate taxes, assessments and insurance premiums required to be paid hereunder by Mortgagor, Mortgagor shall deposit with Trustee or the Holders of the Note, on each monthly payment date, as set forth in the Note, an amount equal to one-twelfth of the annual real estate taxes, assessments and insurance premiums as estimated by Trustee or the Holders of the Note. In the event such deposit shall not be sufficient to pay such taxes, assessments and insurance premiums when due, Mortgagor agrees to deposit, on demand, such additional amounts as may be required for that purpose. Such deposit shall be held without allowance of interest thereon.
5. In case of default hereof, Trustee or the Holders of the Note may, but need not, make any payment or perform any act heretofore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, including attorneys' fees, and any other monies advanced by Trustee or the Holders of the Note to protect the premises and all expenses paid or incurred in connection therewith, compensation to Trustee for each matter concerning which action herein authorized 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 eight (8%) 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 Mortgagor. The estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, fee or title or claim thereon.
6. Trustee or the Holders of the Note may, but shall not be required to, make advances to the Mortgagor or to his successors in title or any of them in addition to those made under the terms of paragraph 5 above, subject to the limitations herein stated. It is the intent hereof to secure payment of the indebtedness whether the same amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and funds advanced at a later date. Such advances shall not be subject to the principal sum of the indebtedness greater than the sum of (1) the amount advanced in the Note; (2) any amount or amounts which may be added to the original indebtedness under the terms of paragraph 5 above; and (3) other advances made under the terms of this paragraph which shall be limited to a maximum of \$2,500.00.
7. In case the premises, or any part thereof, shall be taken by condemnation, the Trustee or the Holders of the Note is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith immediately paid to Trustee or the Holders of the Note, in full, to the trustee or the Holders of the Note, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to Mortgagor.
8. The Trustee or the Holders of the Note may collect a "late charge" not to exceed 4% (or a minimum of \$1.00) of any installment which is not paid within 15 days from the due date of the installment to cover the extra expense involved in handling delinquent payments.
9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, and shall make all deposits herein required, when due according to the terms hereof. Time is of the essence hereof and if default shall occur in the payment of any monthly installment 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 Holders of the Note, become immediately due and payable, without notice; and (b) Trustee, or the Holders of the Note may immediately foreclose the lien of this Trust Deed, in 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, or the occupancy thereof as a homestead, appoint a receiver for the benefit of Trustee or the Holders of the Note, with power to collect the rents, issues and profits of the premises, due and 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 co-ordinate 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.
10. In the event the ownership of the premises or any part thereof becomes vested in a person other than the Mortgagor, the Trustee or Holders of the Note may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Trust Deed and the debt hereby secured in the same manner as with the Mortgagor, and may foreclose to pay or may extend time for payment of the debt, secured hereby, without disturbing or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured. The sale or transfer of the premises or an assignment of beneficial interest in the premises, without the written consent of the Trustee or the Holders of the Note, shall constitute a default by Mortgagor hereunder.
11. 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 secured hereby; (b) all other items advanced or paid by Trustee or the Holders of the Note pursuant to this Trust Deed, with interest at eight (8%) per cent per annum from the date of advancement; and (c) all court costs, attorney's fees, appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be estimated after entry of the decree) of pending suits, title searches and examinations, title guaranty policies, Torrens' certificates, and similar data with respect to title which Trustee or Holders of the Note may deem necessary in connection with such foreclosure proceeding.
12. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are set forth herein; 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; fourth, any surplus to Mortgagor, his heirs, legal representatives or assigns, as their rights may appear.
13. 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.
14. 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.
15. Neither Trustee, nor any of its agents or attorneys, nor Holders of the Note, shall be liable for any acts or omissions hereunder, except in case of its or their own willful misconduct or that of agents, employees or attorneys of Trustee, and Trustee may require indemnities satisfactory to it before exercising any power or authority herein given. 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 exercise any power herein given unless expressly obligated by the terms hereof.
16. 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 maturity hereof, produce and exhibit to Trustee the Note and Trust Deed representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry and where Trustee has never executed a certificate on any instrument identifying the same as the Note described herein, it may accept as the genuine Note 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 makers thereof.
17. Trustee may at any time resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which this instrument shall have been recorded or registered. In case of the resignation, liability or refusal to act 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 are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
18. This Trust Deed and all provisions hereof shall extend to and be binding both jointly and severally, upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed.
19. STATE NATIONAL BANK, personally, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not in default; and said Bank as a holder of the Note or any interest therein and every subsequent holder shall be entitled to all the same security and to all the same rights and remedies as are in this Indenture given to the Holders of the Note, with like effect as if said Bank were not the Trustee under this Indenture; and no merger of the interest of said Bank as a holder of the Note and as Trustee hereunder shall be deemed to occur at any time. Any costs or remedies provided in this Indenture to be taken by the Trustee or the Holders of the Note may be taken or had jointly by the Trustee and any holder of the Note.

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COOK COUNTY, ILLINOIS  
RECORDERS RECORD -  
AUG 23 9 07 AM '77

RECORDED OF DEEDS  
\*24068907

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

The Note mentioned in the within Trust Deed has been identified herewith under Identification No. 14,245  
**STATE NATIONAL BANK**, Trustee  
By [Signature] Assistant Secretary.