

UNOFFICIAL COPY

BOX 305
TRUST DEED

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THIS INDENTURE, Made this 26th day of July A.D. 1977
by and between John C. Berghoff, Jr. and Jean Smith Berghoff, husband and wife

of the City of Evanston 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 and having its principal office in the City of Chicago, County of Cook and State of Illinois, as Trustee
(hereinafter, "Trustee"). WITNESSETH:

THAT, WHEREAS, MORTGAGOR is justly indebted to the legal holder or holders of the Promissory Instalment
Note hereinafter described in the Principal Sum of
ONE HUNDRED THOUSAND AND NO/100 ----- Dollars (\$100,000.00),
evidenced by one certain Promissory Instalment Note (the identity of which is evidenced by the certificate thereon of
Trustee), bearing even date herewith 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 October 16, 1977 thereafter the sum of \$ 774.78 due and payable on the
16th day of each and every month, to and including October 16, 2006 if not sooner paid;
each of said monthly payments of \$ 774.78 shall be applied first in payment of interest at the rate specified in said Note,
payable monthly on the balance of said principal sum remaining from time to time unpaid and second on account of said principal sum,
said principal instalments bearing interest after maturity at the rate of 8-1/2 per centum per annum, and all of said
principal and interest payments being payable in lawful money of The United States, at such banking house in Chicago, Illinois, as the
legal holder(s) of the Note may in writing appoint, and until such appointment at the office of The First National Bank of Chicago, in
the City of Chicago and State of Illinois; in and by which Note, it is agreed that the principal sum thereof, together with accrued interest
thereon, in case of default as provided in this Trust Deed, may at any time without notice, become at once due and payable at the place of
payment in said Note specified, at the election, as in this Trust Deed provided, of Trustee or of the holder(s) of the Note.

NOW, THEREFORE, 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, the receipt whereof is hereby acknowl-
edged, does by these presents Convey and Warrant unto Trustee, its successors and assigns, the following described Real Estate, situate,
lying and being in the City of Evanston County of Cook and State of Illinois:

PARCEL 1:
The South 8 feet of original Lot 5 in Block 22 in original Plat of
Evanston Section 78, Township 41 North, Range 14 East, of the Third
Principal Meridian, in Cook County, Illinois 24 137 528

Also
PARCEL 2:
Lot 6 in Wheeler's subdivision of Lots 6, 7, 8, 9, in said Block 22
aforesaid in Section 18, Township 41 North, Range 14 East of the Third
Principal Meridian, in Cook County, Illinois.

This Trust Deed is being corrected, reacknowledged and re-recorded to
correct Legal Description.

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Clerk of Cook County Clerk's Office

Property of COOK COUNTY

ALSO Parcel 2: Lot 6 in Wheeler's Resubdivision of Lots 6, 7, 8, 9, in said Block 72 aforesaid, in Cook County, Illinois

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RECORDED OF DEEDS *24098654

which, with the property hereunder described, is referred to as the "Premises," TOGETHER with all the tenements, hereditaments, privileges, easements and appurtenances now or at any time hereafter thereunto belonging, all buildings and improvements now located or hereafter to be erected on the premises, the rents, issues and profits thereof (which rents, issues and profits are hereby expressly assigned, it being understood that the pledge of the rents, issues and profits made in and by this Trust Deed is not a secondary pledge but is a primary pledge on a parity with the mortgaged property as security for the payment of the indebtedness secured hereby) and all apparatus and fixtures of every kind and nature whatsoever, including, but not limited to the generalities of the foregoing, all shutters, shades and awnings, screens, storm windows and doors, curtain fixtures, window blinds, gas and electric fixtures, radiators, heaters, ranges, kettles, stoves, sinks, apparatus for supplying or distributing heat, light, water, air conditioning, and all other apparatus and equipment in or that may be placed in any building now or hereafter standing on the premises, (which are hereby understood and agreed to be part and parcel of the real estate and appropriated to the use of the real estate, and whether attached or unattached 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 Mortgagee of, in and to said premises.

TO HAVE AND TO HOLD to the above described premises unto Trustee, its successors and assigns forever, for the purposes, uses and terms herein set forth, hereby releasing and saving all rights under and by virtue of the Exemption Laws of the State of Illinois, and all right to retain possession of the Mortgaged Property after any default in the payment of said indebtedness or after 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, their heirs, successors and assigns.

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

John C. Berghoff, Jr. (SEAL)

Jean Smith Berghoff (SEAL)

STATE OF ILLINOIS COUNTY OF COOK

I, Jean Smith Berghoff, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John C. Berghoff, Jr. and Jean Smith Berghoff 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 all rights of homestead.

GIVEN under my hand and Notarial Seal this 5th day of October, AD. 1977 Jean Smith Berghoff Notary Public

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Property of Cook County Clerk's Office



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 1st day of September AD. 1977

Jean A. Burman
Notary Public

The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith.
R. E. No. 44573 JD

The First National Bank of Chicago, Trustee

prepared by
Lois D. Dush

By _____
Real Estate Officer

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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,
 - (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 parity with the lien of this 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.

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 the cost thereof and of the reasonable fees of Trustee.
3. Mortgagor agrees to pay promptly, and before any penalty attaches, all water rates, sewer charges, general and special taxes and assessments of any kind which may be levied, assessed, charged, or imposed upon the premises and to deliver to Trustee, upon request, satisfactory evidence of such payment. 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.
4. 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 mortgage clauses (satisfactory to Trustee or the holder(s) of the Note) attached, 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.
5. In addition to the monthly installments of principal and interest payable under the terms of the Note, and to provide for the payment of the 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.
6. 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 or thing 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 and co-ordinate encumbrances, if any, and purchase, discharge, compromise, or settle any lien, encumbrance, suit, title or claim 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 hereof, including all costs and expenses in connection with (i) any proceeding, including probate and bankruptcy proceedings to which Trustee or holder(s) of the Note shall be a party, either as plaintiff, claimant, or defendant, by reason of this Trust Deed, or any indebtedness secured hereby, or (ii) preparations for the commencement of any suit, or the foreclosure hereof, after accrual of such right to foreclose, whether or not such suit is actually commenced, shall be so much additional indebtedness secured hereby and shall become 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.
7. 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 any such deposits;
 - (b) Such deposits shall be held by Trustee and shall not be subject to the direction or control of the Mortgagor;
 - (c) If a default occurs in any of the terms hereof of the Note, Trustee may, 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.
8. 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 holder(s) of the Note, become immediately due and payable, without notice;
 - (b) Trustee or the holder(s) of the Note may immediately enforce the lien 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 value of the premises, or the occupancy thereof as a homestead, appoint a receiver for the benefit of Trustee or the holder(s) 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.
9. 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 sums advanced 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, attorney's fees, expenditures for documentary and court evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guaranty policies, Torren's certificates, and similar data with respect to title which Trustee or holder(s) of the Note may deem necessary in connection with such foreclosure proceeding.
10. 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 items enumerated 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, successors, or assigns.
11. No action for the enforcement of the lien, or of any provision hereof, shall be subject to any defenses which would not be good and available to the party interposing the same in an action at law upon the Note hereby secured.
12. 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, and at the request of any person who shall, either before or after maturity hereof, purchase and exhibit to Trustee the Note and Trust Deed representing that all indebtedness hereby secured has been paid, which representation may be accepted as true without inquiry, and where Trustee has never received a certificate in any instrument identifying the same as the Note described herein, it may accept as true any other Note and Trust Deed 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.
13. 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 be 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.
14. 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 made 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.
15. Unless as herein expressly provided to the contrary, no remedy or right herein conferred upon or reserved to the Trustee, or to the holder(s) of the Note, is intended to be to the exclusion of any other 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 consequence thereof, 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.
16. The validity 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 part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.
17. Trustee herein acts as true agent or discharge agent of the County in which this instrument shall have been recorded (or registered).
18. In case of the resignation, inability or refusal to act of the First National Bank of Chicago, as Trustee, at any time when or before hereunder, shall be succeeded by any person entitled thereto, then the Chicago Title and Trust Company shall be and it is hereby agreed 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 sale to said Mortgagor Property shall thereupon become vested in such successor in trust for the use and purposes aforesaid.

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