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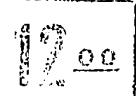
TRUST DEED

24 219 833

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE DEEMED PART OF THE TRUSTEE'S NAME
HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

THE ABOVE SPACE FOR RECORDER'S USE ONLY



THIS INDENTURE, made November 28, 1977, between

RALPH E. JOHNSON AND JOAN P. JOHNSON (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 **TEN THOUSAND AND NO/100 Dollars (\$10,000.00)**, such principal sum, together with interest thereon at the rate provided for in said note, being expressed to mature in **120 consecutive monthly installments**, with the final installment thereon, if not sooner paid, due on **January 1, 1988**; 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 Mortgagors 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 **EIGHTY THOUSAND AND NO/100 Dollars (\$80,000.00)**; 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:

Lot 37 in Sprucewood Village Unit No. 5, being a Subdivision of part of the South half of the North half of the South East quarter of section 30, township 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY:
First National Bank and Trust Company of Evanston
800 Davis Street
Evanston, Illinois 60204

LOREN J. THOMPSON

TOGETHER with all improvements, fixtures, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof, so long and during all such times as Mortgagors may be entitled thereto which are pledged personally and on a parity with said real estate and not secondarily; and all apparatus, equipment or articles (whether shade units or curtains) by contract or otherwise herein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, water service and sprinkler protection, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, and window valances, curtains, blinds, shades, and other articles used in connection with the premises; and all water heaters. All of the foregoing are declared to be a part of said real estate which is specifically described herein in lot, 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, and upon the uses and trusts herein set forth, and free from all rights and benefits under and by virtue of the Homestead Execution 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 keep the property in good repair, cause or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said property in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly set forth above; (3) pay when due any indebtedness which may be seen 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; (4) holders of the indebtedness secured hereby; (5) complete within a reasonable time any building or buildings on the premises at any time in process of erection upon said premises; (6) comply with all requirements of law concerning the same, and with respect to the premises and the use thereof.

Mortgagors shall before the first day of January of each year 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 windstorms, and such insurance shall be taken at the same or to pay in full the indebtedness secured hereby, all in comparison satisfactory to the holder 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 designate the insurance companies and renewal policies to holders of the indebtedness secured hereby, and in case of insurance admitted to expire, shall deliver renewal policies not less than ten days prior to the expiration date.

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 payment of principal or interest on prior encumbrances, if any, 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, license, other public or private or claim thereof, or redeem from any tax sale or forfeiture, or effect such other action as may be necessary to remove any such encumbrance. All monies so paid for any of the fore-mentioned authorized expenses, or expenses incurred in the exercise of the right of foreclosure, including attorney's fees, and any other monies advanced by Trustee or the holders of the indebtedness secured hereby on any of them, to protect the mortgaged premises and the property herein, plus reasonable compensation for the same, 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 percent per annum. Interest on such additional indebtedness shall be due and payable until the date of payment of any default hereunder on the part of Mortgagors. The holder or holders of the indebtedness secured hereby making any payment hereby authorized relating to taxes or assessments, may do so notwithstanding the bill, statement or estimate presented 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, 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, exchange, transfer, assignment, or any portion thereof or interest therein, or make or permit any partition, division, or sale and leaseback except as required by law or municipal ordinance.

6. Mortgagors will pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder 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 to the contrary, become due and payable (a) immediately in the event of death in mortal remains, or (b) upon the payment of interest on the date of death when default shall occur in the observance or performance of any agreement of Mortgagors continuing in existence 5 years after (c) when default shall occur and continue for the period of one year after the commencement 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 holder of the indebtedness secured hereby, or any of them, for attorney's fees, expenses, for taxes, documentary and court expenses, or other expenses, of title, title searcher and examinations, insurance policies, and similar data and assurances with respect to title as Trustee or holder of the indebtedness secured hereby, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the property to be sold, and to pay all expenses, with interest thereon at the rate of eight percent per annum, on any amount so paid or incurred by Trustee or holders of the indebtedness secured hereby in connection with the 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 (d) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (e) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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8. The proceeds of any ~~fund~~^{any} for the sake of the premium shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the fore-mentioned proceedings, including all such items as are mentioned in the preceding paragraph; 7, second, on account of all expenses which are to be incurred in the proceeding paragraph 3 hereof constituting additional indebtedness secured hereby with interest thereon as herein provided; third, on collection and interest on all other debts or obligations, or rights, or interests, or securities, as they might, may, or may have been, or may become, due and payable to the ~~lender~~^{creditor}, or to the ~~lender~~^{creditor}'s heirs, legatees, representatives, or assigns; fourth, any overplus to ~~Mortgagors~~^{Mortgagors}, their heirs, legatees, or assigns.

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 Mortgagors, 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 may, in case of default in payment of the principal sum or interest or both, or in payment of any premium or other sum due under this Trust Deed, or 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 party entitled to such redemption as aforesaid, upon notice given with maximum diligence to the Trustee and to the holder of this Trust Deed, or to any person in possession of the premises or any holder in due course of the indebtedness secured hereby, and to the holder of any order as provided by statute placing the Trustee in his office or in some other office or place of business in the county where the premises are situated, and to the holder in due course of any instrument of record or otherwise in the name of the holder of the indebtedness secured hereby in possession of the premises, with power in either case to collect the rents, issues and profits of said premises, then due 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, then whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervening period of time during which the holder in due course of the indebtedness secured hereby has been in possession, 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 unpaid upon the indebtedness secured hereby; (2) amount due upon any decree entered by any suit foreclosing this Trust Deed; (3) insurance of the improvements upon said premises; (4) taxes, special assessments, interest rates or any other charges upon said premises; (5) costs of collection, including attorney's fees and expenses; (6) reasonable compensation to the Trustee for his services in connection with the collection of any amount due upon the indebtedness secured hereby; (7) reasonable compensation to the holder in due course of any instrument of record or otherwise in the name of the holder of the indebtedness secured hereby for his services in the protection, care, rents and management of said premises, and the remaining net income from the indebtedness secured hereby in the same manner as is hereinabove specified upon a sale of said premises under foreclosure. In the event of default hereunder, as above provided, Mortgagors 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 rents and issue from the date of such default of any parts of said premises held by Mortgagors, without regard to the then value of said premises and causeless of whether or not default of sale has been entered or sale had.

16. No action for the enforcement of the lien or of any provision herein will be subject to any defense which would not be good and available to the party intervening some in any action of law upon the notes or other obligations underlying the indebtedness secured hereby. If Mortgagor is a corporation, it hereby waives and any and all rights of redemption from sale under any cause or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, executors, devisees or judgment creditors of the Mortgagor, requiring 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 in excess thereof, with or without notice, for the purpose of examination.

12. The Trustee shall have no responsibility as to the validity of this instrument or as to the title purporting to be hereby created or for the consequences of any breach on the part of the Mortgagors of any of the covenants herein contained; but 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 as aforesaid and upon being first paid, 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 exercise all the powers and rights given to it in this instrument, notwithstanding any of its creation or any amendment thereto, nor the holder or holders of any 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, their or their own gross negligence or wilful misconduct; but that in case FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, members of the corporation of which the holder of the indebtedness herein referred to is a member, 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 and from the trust hereby created by a resignation in writing filed in the Register's Office of the county in which this instrument shall have been filed on record; and further that in case of the death, incapacity or removal of the holder of this instrument his or her estate, executors, administrators, or assigns, may file a power of attorney in the Register's Office of the county in which this instrument is recorded, and make such changes in the name of the holder of this instrument as may be necessary to make him or her qualified to transact business in the State of Illinois and doing business in the City of Chicago, Illinois, shall be it and 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 be vested in such successor in trust.

13. The Trustee shall release to the Trust Deed and the like thereof by proper instrument upon presentation of certified evidence that all indebtedness secured by the Trust Deed has been paid, or to the Trustee upon evidence and delivery of release hereof by a person who shall, either personally or by attorney, therefor, produce and exhibit to the Trustee the note described in Item (a) of the financing statement herein representing that all indebtedness secured hereby has been paid, which representation the Trustee may accept as true without inquiry; the Trustee shall in no event be obligated to ascertain whether any additional indebtedness referred to in Item (b) of the financing clause herein has been paid, hereunder and then remains outstanding, and the written acknowledgment of such indebtedness shall not affect the liability of the maker of such indebtedness to the Trustee hereunder; and in the event shall any successor trustee make any attempt to inquire on or ascertain whether any additional advances have been made hereunder, whether or not the written obligation or obligations evidence the same have been identified by the writer 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 and then shall be bound by a certificate identifying the name of the maker of the note, and which certificate shall be signed by the original holder of such note, and which persons shall be executed by the person hereinbefore designated as the maker thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument designating 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 contains in substance what the description herein contains, and which note may be signed by the original trustee or his attorney, and which note may be delivered to the Trustee or his attorney, or to the Trustee or his successors hereunder; in connection with any such release hereon through any endorsement of any person who was or was purported to be the holder thereof, the Trustee or any successor trustee may accept such endorsements as genuine without further inquiry, but the 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

14. In order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mortgagors, Mortgagors 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 monthly 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 bills 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 request 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 period of one calendar year. The money thus deposited in such fund shall be used by the holders of the indebtedness secured hereby to pay the taxes and assessments as they become due, and the holders of the indebtedness for paying insurance premiums when the same exceed or for paying premiums thereon; and in the event any deficit shall exist in the amount of such deposits Mortgagors agree to deposit any amount necessary to make up the deficiency; and nothing in this paragraph contained, however, shall relieve Mortgagors from the performance of any other covenants and agreements relative to the payment of taxes, assessments and insurance premiums. In case of default in the payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagors herein contained, the holders of

the indebtedness secured hereby may appear or become due, then the depositary or the holder of the certificate of deposit shall be entitled to and shall be entitled to apply to every other remedy given hereinunder, or now or hereafter existing at law or in equity; that no delay or omission to exercise any right or power according upon any default shall impair any such right or power or be construed as a waiver of any such default or negligence thereon; that any such right and power may be exercised from time to time or as often as may be deemed expedient. This Trust Deed and all documents, instruments, agreements, covenants, and conditions contained in them, or made or entered into in connection therewith, shall be construed as one instrument, and all such documents, instruments, agreements, covenants, and conditions shall be read together and construed together, and if any provision of any one of them is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected thereby. Mortgagor, by his signature below, certifies that he has read this instrument, and that he has had the same explained to him, and that he has signed it freely and voluntarily, and that he has caused to be signed by each person whom he used herein shall include all such persons or obligations evidencing for the payment of any of the indebtedness secured hereby, and that he has caused to be signed by each person whom he used herein shall include all such persons or obligations evidencing for the payment of any of the indebtedness secured hereby.

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

Ralph E. Johnson

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Jean R. Johnson

(SFR)₁₁

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STATE OF ILLINOIS
COUNTY OF COOK

RUTH C. BOWER

I, Ruth C. Bower, a Notary Public, in and for said County, in the State aforesaid, Do Herby Certify, that

Ralph E. Johnson and Joan P. Johnson (his wife)

(Individual)

who he(she) personally known to me to be the same person(s) whose name(s) he(she) 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.



Sidney R. Olson

President

and

Secretary

child company or otherwise known to me to be the same persons whose names are subscribed to the foregoing Instrument, respectively, appeared before me this day in person and signed, sealed 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. 24219833 Secretary, then and there acknowledged that he(she), my custodian of the corporate seal of said Company, shall 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:

21st day of November
A.D. 1977

Ruth L. Bower
Notary Public

My Commission Expires:

My Commission Expires:

The note mentioned in item 6A of the preceding clause of the within Trust Deed has been identified herewith under identification No. 24219833.

Any written obligation evidencing additional advances made upon the item 6B of said existing clause shall, if presented to the Trustee for identification, be identified under the same number.

FIFTH NATIONAL BANK AND TRUST COMPANY
EVANSTON, ILLINOIS

By R. Wallace
R. M. McGehee, Vice President

DELIVER TO:

BOX C-6-1

OR: NAME

ADDRESS

CITY

24219833

END OF RECORDED DOCUMENT