

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY
Thomas J. Schweighardt, Vice President
OF THE FIRST NATIONAL BANK OF MT. PROSPECT
999 ELMHURST ROAD, MT. PROSPECT, ILL. **25437715**
TRUST DEED

THIS INDENTURE, Made April 11, 1980, between Marshall A. Nystrom, married to Alison his wife
William D. Nystrom, a bachelor and Linda K. Nystrom, a spinster
herein referred to as "Mortgagors," and Raymond S. Johnston
residing in Mount Prospect, Illinois, (herein referred to as Trustee"),
witnesseth:

WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of

THIRTY THOUSAND TWENTY AND NO/100-----Dollars (\$ 30,020.00),
evidenced by one certain Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of $\frac{1}{2}$ % per annum prior to maturity as follows:
over the prime rate of payee

THIRTY THOUSAND TWENTY AND NO/100-----Dollars (\$ 30,020.00),
on the 9th day of October 1980. All payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal unless paid when due shall bear interest at the rate of $\frac{1}{2}$ per cent per annum.
over the prime rate of payee

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the
County of Cook and State of Illinois, to wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO.

Parcel 1:
That part of Lot 5 in the Subdivision of Lot 10 in County Clerk's Division of the West $\frac{1}{2}$ of Section 29, Township 42 North, Range 12 East of the Third Principal Meridian, and that part of Lot 11 in County Clerk's Division of the West $\frac{1}{2}$ of Section 29 herein described as follows:

Beginning at the Northwestern point of Lot 5 on the Easterly Line of Milwaukee Avenue; thence Northeasterly on the Northerly Line of Lot 5, 600 Feet as a point of beginning; thence continuing on said Northerly line of Lot 5, 100 Feet; thence Southeasterly at right angles, 235 Feet; thence Southwesterly parallel to the Northerly line of Lot 5, 100 Feet; thence Northwesterly 235 Feet to the point of beginning

Parcel 2:
Easement for the benefit of Parcel 1 for private road purposes, created by Deeds made by Grace K. Redfield dated September 11, 1897 and recorded November 24, 1897 as Document Nos. 2618953, 2618954, 2618955 and 2618956, respectively over and across that part of Lot 'A' in Subdivision of Lot 10 in County Clerk's Division of the West $\frac{1}{2}$ of Section 29, Township 42 North, Range 12 East of the Third Principal Meridian, lying Westerly of the Easterly line extended Northerly of parcel 1 to the North line of Lot 'A', in Cook County, Illinois

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Office

Property of Cook County Clerk's Office

THIS TRUST DEED REPRESENTS A JUNIOR LIEN ON THE ABOVE DESCRIBED PROPERTY

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

TOGETHER with all buildings, improvements, easements, assessments, fixtures, and appurtenances thereto belonging, and all profits, income, and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a pari passu with the real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limiting the generality of the foregoing, all apparatus and equipment of every kind now or hereafter thereto or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single and centrally controlled), and ventilation, and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks 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, 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 Mortgagee do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors (1) shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) shall keep said premises in good condition and repair, without waste, and free from mortgages or other liens or claims for lien not expressly subordinated to the lien hereof, except taxes and other governmental assessments not overdue; (3) shall 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; (4) shall complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) shall comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) shall make no material alterations in said premises except as required by law or municipal ordinances, without prior written consent of Trustee or holder of the Note being first had and obtained; and (7) shall not sell, transfer, lease or otherwise alienate (whether by deed or contract or otherwise), or encumber or suffer or permit any lien or encumbrance (whether or not junior and subordinate to the lien hereof) to exist upon the premises, or any part thereof, or any interest therein, without prior written consent of Trustee or holders of the Note being first had and obtained.

2. Mortgagee 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 Note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire and such other hazards or contingencies as the holders of the Note may require under policies providing 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 compliance satisfactory to the holders of the Note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the Note, such policies to be endorsed 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 Note, 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 Mortgagors shall fail to perform any covenants herein contained, Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinafter required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payment of interest or principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees and any other moneys advanced by Trustee or the holders of the Note in respect to the mortgaged premises and the Note hereof, plus reasonable compensation to Trustee for such matter concerning which action and 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 seven per cent per annum. Election of Trustee or holders of the Note shall never be considered as a waiver of any right according to them an account of any default hereunder on the part of Mortgagee.

5. The Trustee or the holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received 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 claim thereon.

6. Mortgagee shall pay each sum of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the Note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed to the contrary, become due and payable (a) in the case of default for ten days in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagee herein contained.

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7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall 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 Note for reasonable attorneys' fees, Trustee's fee, appraiser's fees, costs for documentary and expert evidence, mortgagee's charges, publication costs and costs (which may be estimated as to time to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guaranty policies, Terrace certificates, and similar data and assurances with respect to title as Trustee or holders of the Note 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 title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceedings, including purchase 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 hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 hereof; 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 Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of appointment. Such receiver and without regard to the true value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereof or may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to this lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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 interposing same in an action at law upon the Note hereby secured.

11. 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.

12. Trustee has no duty to ascertain the title, location, existence, or condition of the premises, nor shall Trustee be obliged to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. 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 Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Upon a release so requested of a successor Trustee, such successor Trustee may accept as the genuine Note herein described 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 the 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 or any instrument identifying same as the Note described herein, it may accept as the genuine Note herein described 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.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of the above-named Trustee, then the Chicago Title and Trust Company, of Cook County, Illinois, shall be and it is hereby appointed 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" 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.

16. The Trustee, individually, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occurred or exist, and said Trustee as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to all the same security and to all the same rights and remedies as are in this Trust Deed given to the holder of the Note with like effect as if said Trustee were not the Trustee under this Trust Deed. No holder of the interest of said Trustee as a holder of the Note and as Trustee hereunder shall ever be deemed to have occurred or happened. Any actions or remedies provided in this Trust Deed to be taken by the Trustee or the holder of the Note may be taken jointly by the Trustee and any holder of the Note.

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Witness the hand of S. and I, APR 28 AM 9 54, at the City of Chicago, Cook County, Illinois, on this day and year first above written.

Marshall A. Nystrom, a bachelor (SEAL) Linda K. Nystrom (SEAL)
William D. Nystrom, a bachelor (SEAL)

STATE OF ILLINOIS ss. Margaret Yochever
County of Cook Notary Public in and for and residing in said County, in the State aforesaid, HEREBY CERTIFY THAT
Marshall A. Nystrom, William D. Nystrom and Linda K. Nystrom
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 and deed for the
purposes therein set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and Notary Seal this 11th day of APRIL, 1980
A.D. 19 80
Margaret Yochever

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTER NAMED
HEREIN BEFORE THE TRUST DEED IS FILED FOR RE-
CORD.

The installment Note mentioned in the within Trust Deed has been
Identified herewith under Identification No. 12988
Raymond S. Johnston as Trustee
By [Signature]

11 APR 29 1980

FIRST NATIONAL BANK OF MOUNT PROSPECT
999 ELMHURST ROAD
MOUNT PROSPECT, ILL. 60056

