



TRUST DEED

1981 MAY 6 PM | 58

25862119

AY-6CL UTILE ABOVE SPACE FOIL RECORDERS USE ONLY

THIS INLE . " URE, made

May

, 19 81 , between Geraldine Mc Cain

herein referred to as "Mortgagors" and E.C.D.C., an Illinois not-for-profit corporation located in Evanston, 'tiin bis, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS, the Mortgagors are justly indebted to the 's'. holder or holders of the Instalment Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of 17, 970-73 ise to pay the said principal sun and interest from date hereof on the balance of principal remaining from time to time unpaid at the race of 3 per annum in instalments as follows: \$74.87

Dollars on the

day

. 1981 and 74.87

lst Dollars on the day of each month thereafter until said Note is fully paid, except that the final payment of principal and interest, if tot sooner paid, shall be due on the 1st day of October, 2001

All such payments on account of the inuel ex ness evidenced by said Note are to be first applied to interest on the unpaid principal balance and the renainder to principal and all of said principal and interest are to be made payable as such banking house or trust company in the City of Evanston, Illinois, as the Holders of the Note may from time to time in writing appoint and in absence of such appointment then at the office of E.C.D.C. in said city.

NOW, THEREFORE. The Mortgagors to secure the payment of the sa d principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, a d the performance of the covenants and agreement herein contained, by the Mortgagors to be performed, and also in consideratio. of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRAN'I u. to the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest in situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit.

The west 40ft. of the East 65ft. of lots 22 and 23 (except the South 12ft. for private alley) in block 3 in Merrill 'add's second addition to Evanston, a Subdivision of the West 1/2 of the ou hwest 1/4 of the North East 1/4 in Section 13, Township 41 North, Range 13, East of the Third principal meridian, in Cook County Illinois.

Commonly known as: 1818 Lyons Street Evanston, Illinois

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

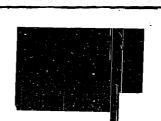
TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be 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 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 may not good condition and repair, without, waste, and free from mechanics, or other lines or claims e. e. its condition and repair, without, waste, and free from mechanics, or other lines or claims e. e. its complete within a reasonable time any building or buildings now or at any time in process of ere respect to the premises and the use thereof, (6) make no material alterations in said premises except. Mortgagors shall gay before any penalty staches all general taxes, and shall pay special taxes, uses when due, and shall, upon written request, furnish to Trustee or to Holders of the Note duplication in the manner provided by statute, any tax or assessment with Mortgagors may desire to contest. Suffragours shall skeps all buildings and improvements now on therealter suiture, the pay in full the indebtedness secured hereby, all in companies astisfactory to the Holders of the Note.

TWB7



UNOFFICIAL COPY

shall be so much additional	rs shall fail to perform any covenants herein control form and manner deemed expedient, and may, then you have been allowed by the performance of the performance herein authorized and all expenses paid to the mortgage of premises and the lien the herein, plant of the performance has been appropriately the performance of the performanc	m thereof, or redeem from any to or incurred in connection therew lus reasonable compensation to a nmediately due and payable with	ax sale or forfeiture affecting said rith, including attorneys' fees, and frustee for each mutter concerning out notice and with interest there	premises or contest any tax or assessi any other moneys advanced by Trusi which action herein authorized may in at the same rate of interest per any	ment, All lee or the be taken, num as is
5. Trustee or the Ho procured from the appropria claim thereof.	lders of the Note hereby secured making any pay te public office without inquiry into the accuracy	yment hereby authorized relating y of such bill, statement or estim	to taxes or assessments, may do ate or into the validity of any tax,	o according to any bill, statement or assessment, sale, forfeiture, tax fien o	estimate or title or
6. Mortgagors shall without notice to Mortgagor (a) immediately in the case of	pay each item of indebtedness herein mentioned, s, all unpaid indebtedness secured by this Trust I default in making payment of any instalment of	both principal and interest, when Deed shall, notwithstanding any principal or interest on the Note,	due according to the terms hereof thing in the Note or in this Trust or (b) when default shall occur and	At the option of the Holders of the N Deed to the contrary, become due and continue for three days in the perform	ote, and payable nance of
7. When the indebtes suit to foreclose the lien here of Trustee or Holders of the may be estimated as to item	Mortgagors herein contained, inferes hereby several shall become due whether is of, there shall be allowed and included as addition of the shall be allowed and included as addition is to be expended after entry of the excess after with respect to title as Trustee or Holders of the decree the true condition of the title toor the value and hereby and immediately due and payable, will some of this Trust. Deed or any indebtedness been some of this Trust. Deed or any indebtedness been total causily commenced, or (c) preparations for the lot actually commenced, or (c) preparations for the	y acceleration or otherwise, Hold tal indebtedness in the decree for 'a fees, outlays for documentary, ocuring all such abstracts of titl	iers of the Note or Trustee shall ha sale all expenditures and expenses and expert evidence, stenographe e. title searches and examinations	ve the right to foreclose the lien hereol which may be paid or incurred by or o a' charges, publication costs and cost guarantee policies, Torrens certifica	i. In any n behalf n (which ten, and
similar data and assurances may be had pursuant to such additional indebtedness secu or incurred by Trustee or Ho	with respect to litle as Trustee or Holders of the N decree the true condition of the title to or the valu- red hereby and immediately due and payable, will dees of the Note in connection with (a) any proce- tion of the Note in connection with (a) any proce- tion of the Note in connection with (a) any proce- tion of the Note in connection with (a) any proce- tion of the Note in connection with (a) any proce- tion of the Note in connection with (a) any proce- tion of the Note in connection with (a) and (b)	vote may deem to be reasonably r ue of the premises. All expenditur h interest thereon at the same rai eding, including probate and bar	recessary either to prosecute such es and expenses of the nature in the te of interest per annum as is provi- kruptcy proceedings, to which eith	uit or to evidence to bidders at any sa is parsgraph mentioned shall become led for said principal indebtedness, wi er of them shall be a party, either as p	le which so much ten paid daintiff,
right to a close whether or not a sually commenced. T's princeeds of at	son of this Trust Deed or any indediceness dere- not actually commenced, or (c) preparations for the large property of the distri-	by secured; or (b) preparations to be defense of any threatened suit ibuted and applied in the following	or the commencement of any nut i or proceeding which might affect t ing order of priority: First, on account	or the foreclosure hereof after accrua- the premises or the security hereof, wh ount of all costs and expenses inciden	of such ether or L to the
ditonal to the evidenced by legal representatives or assistant to the evidence of the sale, within before a first sale, wi	by foreclosure sole of the premises shall be distri- ding all such items as are mentioned in the prece- the Note, with interest thereon as herein provided one, as their rights may appear, me after the filing of a bill to foreclose this Trust I thout notice, without regard to the solvency or in	d; third, all principal and interest Deed, the court in which such bill	remaining unpaid on the Note: for is filed may appoint a receiver of a	ns hereof constitute secured independent irth, any overplus to Mortgagors, the old premises. Such appointment may be	ness ad- ir heirs. se made
premises or warther the same issues and profits as foren or not, as well as our grant may be necessary or treat a	no. as their rights may appear, me after the filling of a bill to foreclose this Trust I thout notice, without regard in the solvency or in thout notice, without regard in the solvency or in missed during the pendency of such foreclosure said urther times when Mortgagors, except for the ini in such case, for the projection, passession, cont in such case, for the projection, passession, cont in such case, for the projection, passession, cont hich may be or become superior to the lien h on.	and the Trustee hereunder may be and, in case of a sale and deficient tervention of such receiver, would trol, management and operation of the control of th	appointed as such receiver. Such a sepointed as such receiver. Such a sey, during the full statutory period d be entitled to collect such rents, i of the premises during the whole of	r and without regard to the occiver shall have power to collect the of redemption, whether there by rede saues and profits, and all other power said period. The Court from time to tit	e or the e rents, mption s which ne may
10. Upon partial or to	v. to the net income in his hands in payment in when hich may be or become superior to the lien hote. cor lemnation of the premises and upon demostly the distributes, and all such proceeds su paid over the distributes.	hale or in part of; (1) ine inueute iereof or of such decree, provided mand of the Holder of the Note;	dness secured hereby, or by any or such application is made prior to the Mortgagor shall pay over to the	cree foreclosing this Trust Deed, or a oreclosure sale: (2) the deficiency in c le Holder all or such portion of the pi	ny tax. ase of a roceeds
11. No action for the e at law upon the note hereby :	refereer of 6 the lien or of any provision hereof :	shall be subject to any defense w	hich would not be good and availab	le to the party interposing same in an	
given unless expressly obliga	lders of the New shall have the right to inspect by to enter the title, location, existence, or con- ted by the terms here in nor be liable for any may require indem title, attrifactory to it before may require indem title.	idition of the premises, nor shall cts or omissions hereunder, exce	Trustee be obligated to record this pt in case of its own gross neglig-	Trust Deed or to exercise any power nee or misconduct or that of the ago	berein ents or
14. Trustee shall relea been fully paid, and Trustee in Note, representing that all inc such successor trustee may ac	may require moten, sies attriactory in a ceron see this Trust Dees and it 2 fr hereof to and at each seed to the seed of the s	er instrument upon presentation the request of any person who st representation Trustee may acre- ite which bears a certificate of ide	of satisfactory evidence that all in hall, either before or after maturity of as true without inquiry. Where ntification purporting to be execut	debtedness secured by this Trust De thereof, produce and exhibit to Trust release is requested of a successor to the prior trustee hereunder or which	ed has tee the runtee, th ron
15. Trustee may resign tion, inability or refusal to act refusal to act, the then Record and authority as are herein go	the instrument in writing filed in the effice of the of Trustee, Chicago Title and Trustee or pan (or in Deeds of the county in which they emise a ten Trustee, and any Trustee or succe, or shall	Recorder or Registrar of Titles in Chicago, Illinois, an Illinois corp- ire situated shall be Successor in be entitled to reasonable compe	n which this instrument shall have oration, shall be Successor in Trus Trust. Any Successor in Trust her neation for all acts performed her	seen recorded or filed. In case of the re t and in case of its resignation, inable eunder shall have the identical title, p eunder.	signa- lity or owers
16. This Trust Deed at when used herein shall include Trust Deed.	id all provisions hereof, shall extend to and or it all such persons and all persons liable for the ay	ndn g upon Mortgagurs and shal rmer i of the indebtedness or any	persons claiming under or throug part thereof, whether or not such	h Mortgagors, and the word "Mortga sersons shall have executed the Note of	gors" or this
provided in the Note for breach conveyance or encumbrance 18. Before releasing the	ritten consent of the Holders of the Note, the Mo tof this convenant, and no delay in such election is trust deed. Trustee or successor shall receive to mable compensation for any other act or service p this trust deed.	or its ervices or a determine	d by its rate schedule in effect who	i as a waiver of or acquiescence in any	suc-
Wyfnen the hand	and seal of Murtipageus the day and year NE MCCLESSE.	first above written			wall
ON phone the hand Accelled	ne MCGen	first above written [wall]seal] Wilson			weiji
STATE OF ILLINOIS	1. Evelyn L	first above written [wall]seal] Wilson	Nato aforesaid, OO HEREBY CE		weal)
STATE OF HAINOIS	i. Evelyn L a Nutary Public: and for and Geraldin who is personally known to me te	first above written [wall] real! Wilson residing in said County in the S I.C. MCCain to be the same person	tate aforesaid, DKI HEREBY CE	TIFY FILAT	ine
STATE OF HAANOIS County of COOK	ne MCCaen. i. Evelyn L a Nutary Public: and for and Geraldin	first above written [wall]well Wilson residing in said County in the S I.C. MCCain 6 be the same person room and acknowledged that free	tiate aforesaid, (N) HEREHY CE whose natur is she	TIFY FILAT	Lipe the
STATE OF HAANOIS County of COOK	i. Evelyn L a Sutary Public: and for and Geraldin who is personally known to me to strument, appeares before me thin day in per	first above written [wall]well Wilson residing in said County in the S I.C. MCCain 6 be the same person room and acknowledged that free	tiate aforesaid, (N) HEREHY CE whose natur is she	TTIFY FILAT Subscribed the for voing signed, seal 1 and detered	Lipe the
STATE OF HAANOIS County of COOK	i. Evelyn L a Sutary Public: and for and Geraldin who is personally known to me to strument, appeares before me thin day in per	first above written [wall [wall] wall. Wilson residing in said County in the Stern McCain to be the same person reson and acknowledged that free c	whose harm is she and voluntary act. for the use and day of May	TTIFY FILAT Subscribed the for voing signed, seal 1 and detered	the the
STATE OF ILLANOIS County of COOK LOTARY PUBLIC FOR THE PHOTECTION O	I. Evelyn I. a Nutary Public and for and Geraldin who is personally known to me te strument, appeared before me thin day in personal day in the strument and an elegan and water of the right of homesteed GIVEN under my hand a N	first above written [wall [wall] wall. **Wilson residing in said County in the Step McCain to the same person reson and acknowledged that free c worder identification No under identification N EVANSTON CO.	whose name IS whose name IS she and voluntary act, for the use and day of DIGH Lully	subscribed the for going signed, west 5 and de vered purposes therein set fo	the the
STATE OF ILLINOIS County of COOK PUBLIC FOR THE PROPECTION I THE MOST SECTREDITY F BY THE TRUSTER NAMES	i. Evelyn L a Notary Public: and for and Geraldin who is personally known to me te strument, appearse before me this day in per and instrument as celesas and waive of the right of homesteed GIVEN under my hand a N	first above written [wall] [wall] Wilson residing in said County in the S ISE MCCain	whose name IS whose name IS she and voluntary act, for the use and day of DIGH Lully	subscribed the for suing signed, well I and detered by purposes therein set for such a graph of the such as the subscribed of the subscribed by the subscrib	the the
PUBLIC FOR THE PROTECTION OF THE TRUSTER NAME FILED FOR RECORD	I. Evelyn L a Nutary Public: and for and Geraldin who is personally known to me to strument, appeares before me this day in per summing the strument as a distribution of the right of homestead GIVEN under my hand a N	first above written [wall] [wall] Wilson residing in said County in the S ISE MCCain	whose name IS whose name IS she and voluntary act, for the use and day of DIGH Lully	subscribed the for suing signed, well I and detered by purposes therein set for such a graph of the such as the subscribed of the subscribed by the subscrib	the the
COUNTY OF COOK COUNTY OF COOK PUBLIC PUBLIC FOR THE PROTECTION I THE MOTI SECREDING FOR THE PUBLIC FOR THE PUBLIC PROTECTION I THE STRICE TO DE	I. Evelyn L a Nutary Public: and for and Geraldin who is personally known to me te strument, appeared before me this day in per said instrument as a release and water of the right of homestee GIVEN under my hand a N IMINICIANT DE BOTH THE HORROWER AND LENDE HIBS TRUST DEED SHOULD BE IDENTIFIE O HEREIN BEFORE THE TRUST DEED I	first above written [wall [wall] will SON residing in said Gounty in the Step MCCain to be the same person reson and acknowledged that five to Annarial Seaf thy STAL The Instalment Not under Identification N EVANSTON CO IN IV ##############################	whose name is some day of Dlay Lacly and voluntary act, for the use and day of Dlay Lacly are mentioned in the within Trusto. DMMUNITY DEVELOPME Very Prevendent Severeday.	subscribed the for guing signed, well and detected purposes therein set for such any carry the set of the set	ine the
COUNTY OF COOK COUNTY OF COOK PUBLIC PUBLIC FOR THE PROTECTION I THE MOTI SECREDING FOR THE PUBLIC FOR THE PUBLIC PROTECTION I THE STRICE TO DE	I. Evelyn L a Nutary Public: and for and Geraldin who is personally known to me to strument, appeares before me this day in per and instrument as release and waster of the right of homestead GIVEN under my hand a N GIVEN under my hand a N DESTRUMENT THE HORHOWER AND LENDE IN HURST THE THE BEFORE THE TRUST DEED I DEED INTEREST DEED SHOULD BE HEETITIE DEED HEREIN HEFORE THE TRUST DEED I DEED INTEREST DEED SHOULD BE HEETITIE DEED HEREIN HEFORE THE TRUST DEED I DEED INTEREST DEED SHOULD BE HEETITIE DEED TO THE TRUST DEED I DEED TO THE TRUST DEE	first above written [wall [wall] will SON residing in said Gounty in the Step MCCain to be the same person reson and acknowledged that five to Annarial Seaf thy STAL The Instalment Not under Identification N EVANSTON CO IN IV ##############################	whose name is some day of Dlay Lacly and voluntary act, for the use and day of Dlay Lacly are mentioned in the within Trusto. DMMUNITY DEVELOPME Very Prevendent Severeday.	subscribed the for suing signed, well I and detered by purposes therein set for such a graph of the such as the subscribed of the subscribed by the subscrib	ine the
STATE OF HAINOIS County of COOK PUBLICATION OF THE PROPERTIES OF THE PROPERTIES NAME FIRST FOR THE TRUSTER NAME FIRST FOR TRUSTER NAME FIRST FOR TRUSTER NAME FIRST FOR THE TRUST FOR THE TRU	I. Evelyn L a Nutary Public: and for and Geraldin who is personally known to me te strument, appeared before me this day in per said instrument as a release and water of the right of homestee GIVEN under my hand a N IMINICIANT DE BOTH THE HORROWER AND LENDE HIBS TRUST DEED SHOULD BE IDENTIFIE O HEREIN BEFORE THE TRUST DEED I	first above written [wall [wall] will SON residing in said Gounty in the Step MCCain to be the same person reson and acknowledged that five to Annarial Seaf thy STAL The Instalment Not under Identification N EVANSTON CO IN IV ##############################	whose name is some day of Dlay Lacly and voluntary act, for the use and day of Dlay Lacly are mentioned in the within Trusto. DMMUNITY DEVELOPME Very Prevendent Severeday.	Subscribed the for suling signed, wal I and detected purposes therein set for such a graph of the formation of the subscribed by the subsc	ine the
STATE OF ILLINOIS County of COOK PUBLICATION OF THE PROTECTION OF THE PROTECTION OF THE PROTECTION OF THE PUBLIC PORTION OF THE PUBLIC PU	I. Evelyn L a Nutary Public: and for and Geraldin who is personally known to me to strument, appeares before me this day in per wand instrument as release and waiver of the right of homesteed GIVEN under my hand a N IMPORTANT DE BOTH THE BORROWER AND LENDE HIS TRUST DEED SHOULD BE IDESTIFIE DI HEREIN BEFORE THE TRUST DEED IN PERSON OF THE TRUST DEED IN PERSON	first above written [wall [wall] will SON residing in said Gounty in the Step MCCain to be the same person reson and acknowledged that five to Annarial Seaf thy STAL The Instalment Not under Identification N EVANSTON CO IN IV ##############################	whose name is some day of Dlay Lacly and voluntary act, for the use and day of Dlay Lacly are mentioned in the within Trusto. DMMUNITY DEVELOPME Very Prevendent Severeday.	Subscribed the for suling signed, wal I and detected purposes therein set for such a graph of the formation of the subscribed by the subsc	ine the