TRUST DEED

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...THE ABOVE SPACE FOR RECORDERS USE ONLY THIS INDEN'IURE, made April 29

herein referred to as "Mortgagors" and E.C.D.C., an Illinois not-for-profit corporation located in Evanston, III. or, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS, the Mortgagors are justly indebted to the logal lolder or holders of the Instalment Note hereinafter described (said legal holder or holders being herein referred types Holders of the Note) in the principal sum of 18,235.00 Dollars, evidenced by one certain Instalment Note herein referred to as "Note" of the Mortgagors of even date herewith, made payable BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of ___3% __% per annum in instalments as follows: 101.13

Dollars on the

day of Jct

,1981 and 101.13

day of each mon h thereafter until said Note is fully paid, except that the lst final payment of principal and interest, if not source paid, shall be due on the lst day of Oct

All such payments on account of the indebt dn'ss evidenced by said Note are to be first applied to interest on the unpaid principal balance and the remainder 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 sair 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 agreement hereing 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 thereing situates, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 5 Block 5 Arthur T. Mac INTOSH's Church Street Addition to Evanston West 1/2 Northwest 1/4 Section 13, Township 41 North, Tange 13 lying east of the Third Principal Meridian in Cook County, Illinois.

10-13-112-005-0000

Commonly known as 2423 Lyons Street

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. cessors 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:

Mortgagors shall (1) promptly repair, restore or rebuild any buildings oses in good condition and repair, withou, waste, and free from mechanics, or

with respect to the premises and the use overvoi, to name
2. Mortgagors shall pay before any penalty attach
premises when due, and shall, upon written request, furni
test, in the manner provided by statute, any tax or assess
3. Mortgagors shall keep all buildings and improve
contingencies as the Holders of the Note may require unde
or to pay in full the indebtedness secured hereby, all in co

Evanston Street Church 1817 Charles Ξ. Š Prepared instrument This

UNOFFICIAL COPY

4. In ca quired of Mort discharge, com moneya paid fe Holders of the shall be so mus provided for sa	gagors in any form and main promise or settle any tax lien ir any of the purposes herein i note to protect the mortgage ch additional indebtedness ser tid principal indebtedness. Im	erform any covenants herein container deemed expedient, and may, be no rother prior lien or title or claim authorized and all expenses paid of order premises and the properties of the corred herein provided herein and the come into action of Trustee or Holders of the	or incurred in connection therewith, is reasonable compensation to Trus- mediately due and payable without. Note shall never be considered as a	le or forfeiture affecting said pre- including attorneys' fees, and an- ee for each matter concerning wi notice and with interest thereon i waiver of any right accruing to the	mises or contest any tax of assess; y other moneys advanced by Trust hich action herein authorized may be at the same rate of interest per any hem on account of any default here
procured from claim thereof	the appropriate public office i	without inquiry into the accuracy	of such bill, statement or estimate of	r into the validity of any tax, ass	sessment, sale, forfeiture, tax lien o
(a) immediately any other agree 7. Whe suit to foreclose of Trustee or H may be estima	in the case of default in maki ement of the Mortgagors her or the indebtedness hereby see e the lien hereof, there shall be lolders of the Note for attorne ted as to items to be expende	ing payment of any instalment of prein contained. cured shall become due whether by e allowed and included as additionarys fees, Trustee's fees, appraiser? ed after entry of the decreet of pro	oth principal and interest, when due beed shall, notwithstanding anythin principal or interest on the Note, of I v acceleration or otherwise. Holders al indebtedness in the decree for sales leads to otherwise, outlays for documentary; and seeing all such abstracts of title, it	b) when default shall occur and co of the Note or Trustee shall have all expenditures and expenses w expert evidence, stenographers' tle searches and examinations, g	ontinue for three days in the perfor the right to foreclose the lien hereo hich may be paid or incurred by or o charges, publication costs and cost parantee policies, Torrens certifics
simile a ta an may e ha pur ad onal de r inc. re by ctaimant or def right to fore ' not actua' y co	d assurances with respect to t suant to such decree the true bedness secured hereby and i Trustee or Holders of the Note endant, by reason of this Tru- se whether or not actually con- immenced.	ittle as i rustee or Holders of the No condition of the title to or the value immediately due and payable, with se in connection with (a) any process ist Deed or any indebtedness hereb mmenced, or (c) preparations for the	acceleration or otherwise, Holders I indebtedness in the decree for asle curing all such abstracts of title, it out may deem to be reasonably nece of the premises. All expenditures a ching, including probate and bankru y secured, or bip preparations for the defense of any threatened suit or per other than the control of the property of the property of the defense of any threatened suit or putted and annual in the following.	usary either to prosecute such sun and expenses of the nature in this ; interest per annum as is provided obcy proceedings, to which either e commencement of any suit for roceeding which might affect the	paragraph mentioned shall become if or said principal indebtedness, w of them shall be a party, either as i the foreclosure hereof after accrua premises or the security hersof, wh
foreclosure s of	ceed ngs, including all such its	tems as are mentioned in the preced	ding paragraph bereof; second, all of	her items which under the terms	hereof constitute secured indebted
issues and profi or not, as well a may be necessa authorize the re special assessm sale and deficie	ta of said orni es during the saduring my fu ther times when a during my fu ther times where you are sum, my the cases for every runs, my true, met me tent or other her which may be necy	pendency of such foreclosure suit hen Mortgagors, except for the interest or the protection, possession, contrained in his hands in payment in whose or become superior to the lice he	Oed, the court in which such hill is fi solvency of Mortgagors at the time of the Trustee hereunder may be app and, in case of a sale and deficiency, evention of such receiver, would be rol, mangement and operation of the inie or in part of the tree of the tree or of such decree, provided such	during the full statutory period of entitled to collect such rents, iss e premises during the whole of sa as secured hereby, or by any der h application is made prior to for	I redemption, whether there by red- ues and profits, and all other power id period. The Court from time to ti- ree foreclosing this Trust Deed, or- reclosure sale; (2) the deficiency in a
thereof as may premium or per II No: at law upon the	on partial or total and analy he domanded by the left deri- nalty action for the enforcement of the note bereby secured.	and all such proceeds so paid over the lien or of any provision hereof s	shall be applied upon the principal	would not be good and available	may be elected by the Holder and to the party interposing same in a
given unless ex employees of T 14. Tru- been fully park, Note, represent	stee has no duty to examine it pressly obligated by the tern ruster, and it may require in stee shall release this Trust II and Trustee may execute and ing that all indebtedness here	il title lie aun, existence, or com- mic of air be liable for any ac idemnit's satisfactory to it before Deed and the lier of by proper dideliver a relet e here. It ond at why secured has been pild, which r	did not the premises, nor shall Tri- ce as common the premises of the control of a careful and the careful and the careful and the careful and the request of any person who shall be presentation of the request of any person who shall be presentation Trustee may accept a te which bears a certificate of identity in the purports to be executed by the pertrument identifying same as the No tendential the source of the Note and the Note	stee be obligated to record this In n case of its own gross negligen atisfactory evidence that all ind, either before or after maturity t s true without inquiry. Where a s ireation nurrowing to be executed	Frunt Deed or to exercise any power oce or misconduct or that of the ag- ebtedness secured by this Trust D thereof, produce and exhibit to Tru- release is requested of a successor they a reing trustee hereunder or wh
such successor to forms in substa quested of the on note which may thereof. 15 Trustion, inability of	nessee may accept as the geni nee with the description here riginal trustee and it has neve he presented and which confo stee may resign by instrument r refusal to act of Trustee, Ch	in contained. The Note and which or executed a c. 11 at any ins orms in substance will, the escript it in writing filed in the off ecche hicago Title and Trust com any.	to which nears a trentilitate of uterlish h purports to be executed by the petitrument identifying same as the Notion herein contained of the Note an Recorder or Registrar of Titles in w Chicago, Illinois, an Illinois corpora ire = "usted shall be Successor in Tr by nittled to reasonable compensa	rsons herein designated as the m te described herein, it may accept a which purports to be executed b sich this instrument shall have be tion, shall be Successor in Trust	nakers thereof; and where the relea t as the genuine Note herein descri y the persons herein designated as wen recorded or filed. In case of the and in case of its resignation, inal
16 This when used herei	Trust Deed and all provision a shall include all such person	ns hereof, shall extend to and ue bins and all persons liable for the p	n ent of the indebtedness or any pa	rsons claiming under or through t thereof, whether or not such pe	Mortgagors, and the word "Mortg ersons shall have executed the Note
provided in the conveyance of e	Note for breach of this conver- neumbrance, ire releasing this trust deed, T	nant, and no delay in such election Trustee or successor shall receive for sation for any other act or service p end	n. igagors and of convey or encoun- after act, all or constructive notice of or its solvices a fee as determined be performe bunder any provisions of the	of such breach shall be construed to its rate schedule in effect when his trust deed. The provisions of t	as a waiver of or acquiescence in a the release deed is issued. Trustee he "Trust And Trustees Act" of th
of Illinois shall	nitted designation to the semi-				
	the hand, and wall will be suffered to the suf	of Murkagurs the day and year	r first above written [Seel] [Seel] [L. Wilson		
(Da 100	the hand and wall wall of Mostle works. From INOIS	of Muricegors the day and year Evelyn a Notary Public and for and Daniel J	r first above written	te aforessid, DO HEREBY CER Donna Frank	
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