90

TRUST DEED

25898052

Sidney N. Olsen RECORDER OF DEEDS

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER LENDER, THE NOTE SECURED BY THIS TRUST SHOULD BE IDENTIFIED BY THE TRUSTEE N HEREIN BEFORE THE TRUST DEED IS FILED FOR RE

COOK COUNTY ILLINOIS FILED FOR RECORD 1981 JUN -9 AM 10= 28

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THIS INDENTURE, made _

THE ABOVE SPACE FOR RECORDERS USE ONLY John T. Skinner, divorced and not

since remarried

'Mortgagors''), and

FIRST NAT ONAL 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 roots in individual capacity being referred to as "Bank"), witnesseth:

WHEREAS in a Mortgagors are justly indebted to the Bank as evidenced by the note hereinafter described and may subject in the beautiful to the Bank on account of additional advances made by the Bank to the Mootgagors as herein referred to;

(\$ 94,400.00 ____), such p incipal sum, together with interest thereon at the rate provided for in said note, being expressed to ma'une in ______348 ______consecutive monthly installments, with the final installment thereon, f n t sooner paid, due on ______July 1 ______, xy 2019

and

(b) Additional indebtedness of the Nortgagors or their successors in title to the Bank arising from additional advances made by ... 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 there in 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 indebted less 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 convent to agreement of the Mortgagors herein contained) shall not at any time exceeding hyperson of all of the covernants and agreements of the Mortgagors herein contained, do by these presents CONVEY AND WARPA'. I to the Trustee and its successors of trust and assigns the following described real estate (the "pre ois s") located in Cook.

County, Illinois and legally described as follows:

Unit No. 303 , as delineated on 'ne survey of the following described real estate (herein fer referred to as the "Parcel"):

Lots 3 and 4 in Owner's Subdivision of Lots 8 12, both inclusive, in A. J. Brown's Subdivision of Lots 8 to 12, both inclusive, in A. J. Brown's Subdivision of the West 244 feet of Block 54 in the Original Village (now City) of Evanston, in the West 1/2 of the South West 1/4 of Section 18, Township 4. North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

which survey is attached as Exhibit "A" to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants made by LaSalle National Bank, as Trustee under Trust Agreement dated October 22, 1979 and known as Trust No. 101953, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 25607165 together with an undivided 1.33 % interest in said Parcel (excepting from said Parcel all the units thereof as defined and set forth in said Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and survey). and survey).

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration of Condominium Ownership and of Easements, Restrictions and Covenants.

Unit No. G-7, as delineated on the survey of the following described real estate (hereinalter referred to as the "Parcel"):

Lots 3 and 4 in Owner's Subdivision of Lots 5 to 12, both inclusive, in A. J. Brown's Subdivision of the West 244 feet of Block 54 in the Original Village (now City) of Evanston, in the West 1/2 of the South West 1/4 of Section 18, Township 4. North, Range 14 Fast of the Third Principal Meridian, in Cook County, Illinois;

which survey is attached as Exhibit "A" to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants made by LaSalle National Bank, as Trustee under Trust Agreement dated October 22, 1979 and known as Trust No. 101953, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 25607165, together with an undivided .07% interest in said Parcel (excepting from said Parcel all the units thereof as defined and set forth in said Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and survey).

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration of Condominium Ownership and of Easements, Restrictions and Covenants.

25898052

TOGETHER with all improvements, tenements, excernents, flatures, and appurtaneous theret, below inc, and all rants, fasses and profits there of for so long and during all such times as Mortgarders may be antitled thereto (which are plutged or or hereafter thereto with a tild read retain and to secondary), and all amendates, equipment or thereto used to ing the foregoingly, excepts, window shades, atorm down and windows, floor converings, how-door bed, such and windows, there converings, how-door bed, such and windows, there converings, how-door bed, such and windows, there converings, how-door bed, such as well as the confidence of the sucreton of gens, platible to condidence as constitutions.

TO HAVE AND TO HOLD the premiers unto the said Trustee, its successors and assigns, forever, for the purr sea, and upon the uses and trust herein set forth, and 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 walve.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Aftergagers shall (1) promptly repair, restore or rebuild any buildings or improvements now or hersafter on the relates which may become damaged or be destroyed; (2) keep said premises in good condition and retail, without wasts, and free from mechanics o, of ter liens or claims for lien or expressly subordinated to the lien hersest; (3) new when due any indebtedness when may be secured by a lien or charge a the promises superior to the lien hersest; (3) new when due and indebtedness with may be secured by a lien or charge a the promises secured the lien hersest; (3) new when due and the statement of such prior lant to Trustee or to holders of the date edges secured and requirements of law or municipal ordinances with respect to the premises and the use thereof.

service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders the necured hereby duplicate receipts therefor. To prevent default hereunder Mcrtgagors shall pay in full under protest, in the manner provider a statute, any tax or assessment which Mcrtgagors may desire to contest.

3. Mortragors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or ds lagr by fire, lightning or windstorm and such other hastafts and risks under policies providing for syment by the haurance companies of moneys suffice? these to pay the cost of replacing or repairing the asme or to pay in foli the indebtedness secured hereby, sill in companies satisfactory to the h derr of the indebtedness secured hereby all in companies satisfactory to the h derr of the indebtedness secured hereby and the same of the indebtedness secured hereby and the same of the indebtedness secured hereby and in case of insurance about to expire, shall deliver renewal policies not have then tend against the same of insurance about to expire, shall deliver renewal policies not have then tend agas prior to the respective dates of expiration.

the first of default thresh. Truste or the holders of the indebtedness secured hereby, or any of them, may, but need not, make any by ment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but heed not, make full or partic payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or redeem from any tax sale or forfeiture affecting said pramises or contest any tax or assessment. All moneys hald for any of the purposes herein authorized and sill expenses naid or incurred in connection therewith including atterneys fees, and any other moneys advanced by Truste herein authorized and sill expenses naid or incurred in connection therewith, including atterneys fees, and any other moneys advanced by Truste lost the second of the contest of the indebtedness secured hereby and hall never be considered as a waiter of any right may nay may not the major action of Truste or bedeen of the indebtedness secured hereby and the contest of the indebtedness secured hereby making any payment hereby authorized relating to taxes or assessments ment or estimate or into the validity of any tax, assessment, as ignored for the or title or claim thereof.

5. The Mortragors will not, without the prior written consent of the holder or holders of the indebtedness secured hereby being first had an obtained, make, permit, cause, or contract or agree to, the asie, assignment, transfer or lease of said premises, or any portion thereof or interest there in, or make or permit any material elteration in said premises except as required by law or municipal ordinance.

6. Mortragors shall may each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the indebtedness secured hereby or any of them, and without notice to Mortragors, all unpuid indebtedness accured by this Trust Deed shall, notwithstanding snything in any note or other obligation evidencing the indebtedness accured hereby in this Trust Deed in the contrary, become due and payable (st) immediately in the case of default in making payment when due of any principal of or interpol to the contrary become due and payable (st) immediately in the case of default in making payment when due of any principal of or interpol of the contrary became the contrary became the contrary became the contrary to the contrary to the contrary of the contrary o

7. When, the indebtedness accured hereby shall become due whether by acceleration or otherwise, holders of the indebtedness secured hereby them, or Trustee shall have the right to foreclose the lien hereof. In any sail to foreclose the lien hereof, there shall be allowed an 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 indebtedness secured hereby, or any of them, for attorneys fees, Trustee's fees, outlays for documentary and expent evidence, attorneys fees, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the indebtedness accured hereby, or any of them, may deem to be reasonably mecasary either to prosecute such suit or to evidence to personably mentioned that become so much midditional indebtedness accured been and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the indebtedness secured breeby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the indebtedness secured breeby in connection with (a) sky proceeding, including probate and bankruptey proceedings, to which situate of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness secured hereby of them shall be a party, either as plaintiff, claimant or defendant, by creaming a quely fight to foreclose whethers or not actually communicate or (b) preparations for the defense of any threatsend aut or pro-

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8. The proceeds of any foreelouser 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 7 hereof; second, all other items which under the terms of paragraph 4 hereof constitute additional indebtedness secured hereby with interest thereon as herein provided third, all principal and interest remaining unpaid on the indebtedness secured hereby; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigna, as their rights may appear.

all emits of the holders of the indebtedness secured hereby, and without grant do the new policy of the indebtedness accorded hereby, and without grant do the indebtedness are used to the holders of the indebtedness secured hereby, and without grant do the indebtedness secured hereby, and without program to the hind program of the indebtedness secured hereby, and without regard to the them value of asid premises or whether the same shall then be occupied by the owner of the suity of redemption as a homestead, appoint a receiver (who may a profit or in the holders of the indebtedness secured hereby, and refer to the holders of the indebtedness secured hereby, enter an ocase to collect the rents, issues and profits of said premises, then due and to become de during the pendency of such forcelours atilt and, in case of a sale and deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any further times when Mortzagoru, scopel for the intervention of such receiver or the Trustee or any holder of the indebtedness secured hereby in possession as aforesald, would 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 due upon any decree entered in any suit forcedosing this rutte Deed, (3) insurance of the indebtedness secured hereby. (2) amount due upon any decree entered in any suit forcedosing this rutte Deed, (3) insurance of the improvementation and premises and premises that may be or become co-ordinate or superior to the lieu received the process of the intervention of the indebtedness secured hereby. (2) amount due upon any decree entered in any suit forcedosing this rutte Deed, (3) insurance of the improvementation and the process of the part of the indebtedness secured hereby. (2) amount due upon any decree entered in any suit forcedosing this rutte Deed, (3) insurance of the improvement due to the lieu return to the process of the process of the process of the process of the process o

10. No actio for he 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 in fig. or in some in any action at law upon the notes or other obligations evidencing the indebtedness sectived hereby. If Mortgagor is a corporation, it hereby ve any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each of the preparation, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of the premises subsequent to the date of the premises.

11. The Trustee or any hold of the indebtedness secured hereby shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for the purpose.

12. The Trustee shall hav no exponsibility as to the validity of this instrument or of the lien purporting to be hereby created or for the consequences of any breach on the part of he bortragors of any of the coverants herein containing; that the Trustee shall be under no obligation to do or restrain from doing any act hereunder et all upon the written request of the holders of the indebtedness accured hereby and upon being first indemnified, as often as may be required, to its all station; that the Trustee may buy, seil, own and deal in the indebtedness accured by this Trust Deed and may enforce its rights as such holder to the read of the property of the indeptedness accured hereby and may enforce its rights as such holder to the read of any ind ote cas accured hereby, shall incur any personal liability on account of anything that it, he or they may or corner, nor the holder or holders of any ind ote cas accured hereby, shall incur any personal liability on account of anything that it, he or they may or the holder of health of the property of the prope

13. The Trustee shall release this Trust Deed and he en thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and e livitee 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 e hill to Trustee the note described in item (a) of the granting clause hereof representing that all indebtedness secured hereby has been paid, which re seentation the Trustee may accept as true without inquier. The Trustee shall intend the secure of the secure of

14. In order to provide for the payment of taxes, assessments and insurance profit as equired to be paid hereunder by Mortgangers shall deposit with the holders of the industdeness secured hereby may designate, on each monthly payment date, an amount equal to 1/12th of 'e must prefer member of the industrance as determined by the amount of the last available bills and 1/12th of the annual taxes and assessments as as a sinual neremines of such greater amount as the top the amount of the last available bills and 1/12th of the annual taxes and assessments anticipated to be payable with respect to the premises in that calendar yea. The maneys thus deposited in such insurance and tax reserves are to be held without interest and are to be applied to the payment of such taxes and asses ents as the same become due or for renewing insurance policies when the same expire or for paying premiums thereon, and in the event any definition of the amount of such deposits Mortgangers agree to deposit any amount necessary to make up the deficiency. Nothing in this paragraph contain , he were, shall relieve Mortgangors from the performance of any other overants and agreements relative to the payment of any mounting of the performance of any other covenants and agreements of any other covenants of Mortgangors from the performance of any other covenants of Mortgangor berein contained, the holders of

the moeutenness section never may kny any and an aum term on deposit on secount of the indested as section nevery.

It is a second depty remedy herein conferred upon or reserved to the Trustee or the holders of house's eas secured hereby shall be cumulative and shall be and depty termination of the second depty to the second

Alness Whereat this Total Deed has been executed and attested by Mortgagors the day and year first abov. Tittle

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13. The rimes debtedness seeved of 13 son who shall, eith r by resenting that all indet the remains that all indet then remains outstand the remains outstand to the remains outstand the remains of the indebtedness are to be held with the remains of any monthly the indebtedness accured the remains of any monthly the indebtedness accured the remains of any monthly the indebtedness accured the remains of any monthly the remains of a second of the remains of the remai	aumots and doing business the recommendation of the resignation, inability or refusal to act of the Trustee and the resignation of the resignation
John T. Sk	inher
- 	(SEAL)
STATE OF ILLINOIS	35.
COUNTY OF COOK	J A
ī	the undersigned c'n T. Skinner, divorced and not
(Individual)	who is (are) personally known to me to be the same person(s) whose name s) is (re) subscribed to the foregoing Instru- ment, appeared before the this day in person and acknowledged that he(s) e, they) igned, sealed and delivered the said Instrument as his the:, their) free and voluntary act, for the uses and purpose, the rein set forth, including the release and
	waiver of the right of homestead. President of the and
	Secretary
	of said Company, personally known to me to be the same persons whose names are subcribed to the foregoing instrument
(Corporation)	as such President and Secretary, respectively, appeared before m is day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Company, for the uses and purposes therein set forth; and the said
GIVEN under my hand and	A.D. 19 81 Patrica C. Vicinia
	My Commission Expires: 5-22-84 19
Any written oblimate pursuant to ite presented to the Trust the same number. FIRST FATION OF By	
Linnea M Balder Trust Officer 25898052	

END OF RECORDED DOCUMENT