## TRUST DE COPA (ORTIZATION FORM/LT)

THIS INDENTURE, Made March 31	1987 , between
DROVERS BANK OF CHICAGO	not personally but as
Trustee under the provisions of a Deed or Deeds in trust	duly recorded and delivered to said Bank in pursuance of a and known as trust number 83133,
have a formed to together with its successors or sesion	and known as that number,
herein referred to, together with its successors or assigns, as "First Party," and ANN K. KELLY  an Illinois corporation herein referred to as TRUSTEE, witnesseth:	
THAT, WHEREAS First Party has concurrently herewith executed an installment Note bearing even date herewith in the Principal Sum of Seventy Five Thousand and No/100 Dollars,	
made payable to BEARER the order of Ann K. Kelly	
in and by which said Note the First Party promises to pay out that portion of the trust estate subject to said	
Trust Agreement and hereinafter specifically described, the said principal sum and interest from	
mon th ly on the	te balance of principal remaining from time to time un-
paid at the rate of T20 (10%) per	cent per annum in installments as follows:
Commencing Devices on the 181	day of April 1987 and the month themselves until
said Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on	
said Note is fully paid except that the tinal payment of	19 92; and all such payments on account of the
ine uay of the first applied	I to interest on the unnaid principal balance and the re-
indebtedness evidenced by said Note to te first applied to interest on the unpaid principal balance and the remainder to principal; and if any installment is not paid at its maturity, then interest thereafter on the unpaid	
principal amount of said Note shall be computed at a rate per annum four percent in excess of the rate set forth	
above, which rate shall continue in effect until all post due principal and interest payments and post-maturity rate	
interest due as a result thereof have been paid; and all of said principal and interest being made payable at such	
banking house or trust company in Chicago 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 Ann K. Kelly in suit City,	
<b>9</b>	
NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest due on said Note in accordance with the terms and conditions thereof and of this Trust Deed, and the payment of any other indebt down, obligations and liabilities of the First Party or of beneficiaries of the First Party to the holders of the Note, whether now existing or hereafter assimal due or to become due, direct, indirect or contingent, joint or several or joint and several, including but not limited to the guaranty or guaranties (whether now existing or hereafter arising) of any indebtedness owing by a person, partnership or corporation to the holders of the Note; and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey who the Trustee, its successors and assigns the following described Real Estate situate, lying and being in the COUNTY OF	
w 1 1	
For legal description of property, see attached Rider which is made a part of this Deed.	
PROPERTY: Unit Number 1, 1931 Sherman Avenue, Evanston, Il 60201	
P.I.N. 11-18-110-041-1001 /	
1.24. 12 20 210 041 2002	
which, with the property hereinafter described, is referred to herein as the "premises,"	
D Name MAIL TO: Drovers Bank of Chicago	This deed prepared by Drovers Bank of Chicago, 1542 W 47th St Chicago, Il
L 1542 West 4/In Street	or RECORDER'S OFFICE BOX NO. 138
Chicago, Illinois 60009	for information only insert street address of above described property.
R City	acscribed property.

16. At the request of the holders of the Note, the First Party agrees to turnish the holders of the Note at the end of each calendar year, or more often if requested by the holders of the Note, a report of the operations of the premises, prepared by accountants acceptable to the holders of the Note, consisting of at least a balance sheet and a statement of profit and loss.

17. Any other mortgage of the premises or other consensual lien thereon, including a collateral assignment of the beneficial interest in the trust holding title to the premises, if any, made without the prior written approval of the holders of the Note that holders of the holders o right, at any time, to declare the indebtedness secured hereby immediately due and payable.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Drovers Bank of Chicago as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time he asserted or enforcible against Drovers Bank of Unicago its agents, or nor shall at any time be asserted or enforcible against \_ employees on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest potes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of sur in principal notes, and by every person now or hereafter claiming any right or security hereunder. Anything herein contained to the contrary notwithstanding, it is understood and agreed that Drovers Benk of Chicago individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured he et and the performance of the covenants herein contained shall be enforced only out of the property hareby mortgaged and the rents, issues, and provits increof. Drovers Bank of Chicago not personally but as Trustee as aforesaid, has IN WITNESS WHEREOF, \_ caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer-Assistant Cashier, the day and year first above written. DROVERS BANK OF CHICAGO As Trustee as aloresaid and not personally By COOK COUNTY RECORDER **ロイナらイナーイモーメ** 변부리카와 SHT HI GIZU ZALHTITI LEGN 145° 94/03/81 15:20:00 90. 21 ¢ THE TERM "DROVERS BANK OF CHICAGO" SHALL MEAN "COLE JAYLOR BANK DROVERS!" The Thornton STATE OF ILLINOIS ) COUNTY OF COOK Robert J. Roszyk Drovers Bank of Chicago Assistant Vice-President-Trust Officer of\_ Lucille C: Hart Assistant Secretary of said Bank, who are personally known to me to be the same persons who a times are subscribed to the foregoing instrument as such Assistant Vice-President, and Assistant Secretary, respectively, apportule before me this day in person and acknowledged that they signed and delivered the said institution as their own free and acknowledged that they signed and delivered the said institution as their own free and acknowledged that they signed and delivered the said institution as their own free and acknowledged that they signed and delivered the said institution as their own free and acknowledged that they signed and delivered the said institution as their own free and acknowledged that they signed and delivered the said institution as their own free and acknowledged that they signed and delivered the said institution as their own free and acknowledged that they signed and delivered the said institution as their own free and acknowledged that they signed and delivered the said institution as the said instituted as the said institution free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Amb Secretary then and there acknowledged that he/she, as custodian of the corporate seal of this Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use and purpose therein set forth. Given under my hand and notarial seal, this "OFFICIAL SEAL" Votary Public Inez Thornton

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

Notary Public, State of Illinois My Commission Expires 10/4/89

The Installment Note mentioned in the within Trust Doed has been

Trustee

identified herewith under identification No... Ann K Kelly

H7178178

TOGETHER with all improvements, tenements, easements, fixtures, and apparenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or disigns may be entitled thereto (which are bledged 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, in-a-door beds, awnings, stoves 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trust herein set forth.

## IT IS FUPPMER UNDERSTOOD AND AGREED THAT:

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without vaste, and free from mechanic's or other liens, claims for lien, second mortgages, or the like; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon safe premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making tar rial afterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay so dat assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee of a holders of the Note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tay or assessment which First buy may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by tire, ligh min, or windstorm under policies providing for 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 companies 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 rights to be evidenced by the standard mortgage clause to be attriched to each policy; and deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial (ayments of principal or interest on prior encumbrances, if any, and purchase, dischange, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or confest any tax or assessment. All moneys paid for any of the purposes bloch authorized and all expenses paid or incurred in connection therewith. including attorneys' fees, whether arising before or after the filing of a suit we for close the lien of, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgaged premises and the lien bereof, plus rep or thle compensation to Trustee for each matter concerning which action authorized may be taken, shall be so much additional indebtedness secure by reby and shall become immediately due and payable without notice and with interest thereon at a rate per annum equal to the post-maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the pre-maturity rate set forth therein. Inaction of the Trustee or holders of the Note shill never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.
- 2. The Trustee or the holders of the Note hereby secured making any payment hereby a the sted relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without ar uiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.
- 3. At the option of the holders of the Note and without notice to the First Party, all unpaid indebteeness' ecured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) in the event of the failure of First Party to comply with any of the terms and conditions set forth in any paragraph hereof or to perform any act set forth in paragraph 1 hereof and such failure shall; ontinue for three days, said option to be exercised at any time after the expiration of said three-day period.
- 4. 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, whether arising before or after the filing of such suit all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the Note for attorneys' fees, Trustee's fees, appraiser's fees, ontlays for documentary and expert evidence, stenographers' charges, 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 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 post-maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the pre-maturity rates set forth therein, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceeding, including probate and bankruptey 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 compensations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 5. 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 overplus to First Party, as its rights may appear.

- 6. Upon, or at any time after the sting of a bill to breclose his Third Deed, the Court of which sileh 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 at the time of application of such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder 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 such 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 time when First Party, 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 the 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.
- 7. Trustee or the holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permietted for that purpose.
- 8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated 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.
- 9. Trustee shar 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 alter naturity thereof, produce and exhibit to Trustee the Note representing that all indebtedness hereby secured has been paid, which representation frustee, may accept as true without inquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept as the genuine Note herein as a jibed any Note which bears a certificate of identification purporting to be executed by a prior Trustee hereinder or which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of First Party; and where the release is requested of the original Trustee and it has never executed a certificate on any instrument identifying same as the Note described herein, it may accept as the genuine riote 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 on behalf of First Party.
- 10. Trustee may resign by instrument in writing filed in the office of the Recorder of Registral of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability of refusal to act of Trustee, the then Recorder of Deeds of this county is faich the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee or successor shall be entitled to reasonable compensation or all acts performed hereunder.
- 11. Upon request from the holders of the Note, the First Pa ty in addition to the principal interest payment provided for therein shall deposit monthly with the holders of the Note on the dates the aforesaid payments are due, a sum equal to 1/12 of the general real estate taxes levied against the premises and/or the cost of insurance on the premises in an amount of the last real-last than the lien hereof, to be applied on account of said taxes and/or said insurance when the same shall become due, using the amount of the last real-labe tax and/or insurance bill, whatever the case may be, as a basis for the respective deposits. No interest shall be paid by the holders of the Note seep red hereby, on account of said deposit for taxes and/or insurance. There shall be no obligation upon the holders of the Note to obtain any tax and/or itsu ance bill, or to pay any tax and/or insurance bill, except upon presentation of the current bill by the First Party, provided that the sum of the deposits then oscillable is sufficient to cover the cost of the same.
- 12. Notwithstanding anything here before stated, First Party hereby waives any and all rights or redemption from sale under order or decree of foreclosure of this Trust Deed on behalf of the First Party and each and every person, except acree or judgment creditors of First Party, acquiring any interest in or title to said premises subsequent to the date hereof.
- 13. Without the advanced written consent of the holders of the Note, First Party does further ecvenant and agree that if will not transfer, convey or cause to be transferred or conveyed or suffer an involuntary transfer or conveyance of the premises of the beneficial interest in the trust holding title to the premises, including the transfer of possession of the premises pursuant to the sale thereof ut der a titles of agreement for the issuance of a Warranty Deed, or otherwise, so long as the debt secured hereby subsists, and further inclinationary or transfer the hidden of the holders of the holders of the hidden of the holders of the holders of the hidden of the h
- 14. In the event the premises, or any part thereof are taken through the exercise of the power of eminent domain, the entire award for damages to the premises shall be the sole property of the holders of the Note, and shall be used and applied in reduction of the indebtedness due under said Note, in such order as the holders of the Note shall determine in their sole discretion, and the First Party hereby assigns to the holders of the Note, all right, title and interest in and to any award made pursuant to the proceedings wherein such power of eminent domain has been exercised and hereby authorizes and empowers the holders of the Note to receive and give acquittance therefor; to make, execute and deliver in the name of the First Party or any subsequent owner of premises, any release or other instrument that may be required to recover any such award; and to endorse checks in the name of the First Party.
- 15. In the event that the insurance proceeds are payable with respect to any claim arising out of policies that the First Party is required to maintain pursuant to subparagraph 9 of paragraph 1 hereof, the entire proceeds shall be the sole property of the holders of the Note and shall be used and applied in reduction of the indebtedness due hereunder, in such order as the holders of the Note shall determine in their sole discretion, and the First Party hereby assigns to the holders of the Note all its right, title and interest in and to such proceeds, and hereby, anthorizes and empowers the holders of the Note to receive and give acquittance therefor: to make execute and deliver in the name of the First Party, or any subsequent owner of the premises, any release, proof of claim, or other instrument that may be required to recover the insurance proceeds; and to endorse checks in the name of the First Party. At the option of the holders of the Note and in their sole discretion, without any obligation to do so, the insurance proceeds may he used to repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed. Refusal on the part of the holders of the Note to release the insurance proceeds for any such repairs, restoration or rebuilding shall not relieve the First Party of its obligations under paragraph 1 hereof.

## UNOFFICIAL COPY 8

Legal description of property located at 1931 Sherman, Evanston, Illinois 60201 -Unit Number 1

Unit 1931-1 in the Kingston Condominium, as delineated on survey of the following described parcel of real estate (hereinafter referred to as parcel): The West 200.75 feet of the North Half of Lot 10 in Block 5 in Evanston in Section 18. Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium and revorded in the Office of the Recorder of Cook County, Illinois as document 24357554, together with its undivided percentage interest in the common elements as set forth in said declaration and survey, situated in the City of Evanston.

Granto Also hereby grants to grantee, their 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 Declaration of Condominium, aforesaid, and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein. This conveyance is subject to all rights, easements, restrictions conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated as length herein.