



60-69-442
TRUST DEED

Unit C
547756

21 684 633

THE ABOVE SPACE FOR RECORDERS USE ONLY

28-9

THIS INDENTURE, made October 14 19 71, between

ERNST BARTH, a bachelor

herein referred to as "Mortgagors", and

CHICAGO TITLE AND TRUST COMPANY,

an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the ~~Instrument Note hereinafter described~~ ^{and indemnification} ~~said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of~~ ~~Agreement/Even date herewith~~

~~via need by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER~~

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

on the _____ day of _____ 19 _____ and _____ Dollars
on the _____ day of each _____ thereafter, to and including the _____ day of _____ 19 _____ Dollars
with a final payment to the balance due on the _____ day of _____ 19 _____, with interest

of the principal balance from time to time unpaid at the rate of _____ per cent per annum; each of said instalments (principal bearing interest after maturity at the rate of seven per cent per annum and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note, from time to time, in writing appoint, and in absence of such appointment, then at the office of _____

NOW, THEREFORE, the Mortgagors to secure the payment of the principal and interest hereon, and the performance of the covenants and conditions of said indemnification agreement, 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot one (1) in Block two (2) in Birchwood Beach in Section twenty-nine (29) Township forty-one (41) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 7620 North Sheridan Road and 7635-45 Rogers Avenue, Chicago, Illinois.



which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all 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, a conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) storm doors and windows, floor coverings, inador 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 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, and Rider hereto attached.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

[SEAL] * Ernst Barth [SEAL]

[SEAL] [SEAL]

STATE OF ILLINOIS,

Cook

I, _____
ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ernst Barth, a bachelor

who is personally known to me to be the same person whose name is given in the foregoing Instrument, appeared before me this day in person and acknowledged that he or she voluntarily delivered the said instrument as his free and voluntary act, for the uses and purposes therein expressed, and being the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 14 day of October 1971



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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

Mortgagors shall (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 waste, and free from mechanics, or other liens which may become... 1. Mortgagors shall (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 waste, and free from mechanics, or other liens which may become damaged or be destroyed; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

OCT 26 '71 3 02 PH

Edwin R. Olson
RECORDED FOR DEEDS

21684633

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE,
by _____

Assistant Secretary
Assignment Agent
Trust Officer

D NAME
E STREET
L STREET
V CITY
R CITY
Y INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER 833

A Blumfield
69 W. Washington
Chicago, Ill

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

UNOFFICIAL COPY

R I D E R

To Mortgage dated October 14, 1971

From Ernst Barth Mortgageor(s)

To Summit Insurance Company of New York Mortgagee

1. The Mortgagee has issued a Surety Bond for the benefit of the Mortgageor(s), pursuant to a certain Indemnification Agreement under which the Indemnitors agree to hold the Surety harmless with respect to any expense or liability paid or incurred by the Mortgagee by reason of having issued the Bond. This Mortgage secures the Indemnification Agreement and accordingly is a form of indemnity mortgage.

2. This instrument is designated a "Mortgage" in this rider as a matter of convenience only, and if the standard form to which this rider is attached is in fact differently designated (e. g., as a "trust deed", "security deed", "deed to secure debt", etc.), and if under applicable law instruments designated as "mortgages" are treated differently from other real estate security devices, the reference herein to this security agreement as a "Mortgage" shall not be taken as an indication that this agreement is to be treated differently from the manner in which it is in fact designated.

3. Any reference in the standard form to which this rider is attached to the "debt", or equivalent, shall be deemed to be a reference to any amount due or which may become due to the Mortgagee under said Indemnification Agreement, and any reference in such form to a "note", or equivalent, shall be deemed to be a reference to such Agreement. The Indemnification Agreement provides that in certain circumstances the Mortgagee may declare due to it an amount sufficient to enable it to pay in full the obligation with respect to which the Bond was given, and to secure release of all the Mortgagee's obligations thereunder, and any reference in such form to an amount due by reason of "acceleration", or equivalent, shall be deemed to be a reference to any amount so due to the Mortgagee.

4. The Mortgageor(s) agrees:

A. To pay all amounts due to the Mortgagee under said Indemnification Agreement, and

B. To perform, or cause to be performed

(i) All covenants to be performed by them, and

(ii) All covenants the responsibility for which has been assumed by Mortgageor(s), under such Agreements.

5. This Mortgage secures payment of the amounts and performance of the covenants referred to in Section 4 above.

6. If a default occurs under the terms of the Indemnification Agreement, the Mortgagee may, without notice to the Mortgageor(s), declare immediately due and payable to it such an amount as will permit it to obtain Termination of the Bond and, if such amount be not paid in full to the Mortgagee within two days after notice of demand therefor has been given, the Mortgagee may then foreclose the lien hereof.

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7. In the event this Mortgage be foreclosed, or any or all of the mortgaged property be acquired by the Mortgagee, any insurance policies provided by the Mortgagor(s) pursuant to the Indemnification Agreement, and any proceeds thereof, shall become the absolute property of the Mortgagee.

8. The Mortgagor(s) agrees not to take any action (such as obtaining an additional advance, making another loan, or otherwise) which would result (by a cross-collateralization agreement, by an additional advance clause in any prior mortgage or otherwise) in any increase in the amount secured by such prior mortgage.

9. In the event the mortgagor(s) alienates or conveys his interest herein in whole or in part, or in the event the mortgagor(s) conveys in any manner any security or collateral interest in and to said interest, then in that event the mortgagee may, at its option, declare this mortgage in default and may exercise any rights or remedies given by the mortgagor(s) to the mortgagee hereunder, or any rights or remedies which the mortgagee may have by virtue of any of the terms, conditions and covenants of the Indemnification Agreement, including but not limited to, the right of immediate foreclosure proceedings.

10. The Mortgagor(s) warrants that the Mortgagor(s) is lawfully seized of the mortgaged property in fee simple; that the Mortgagor(s) has good right to mortgage the same hereunder; that such property is free from all liens and encumbrances (except as to those liens and encumbrances specifically set forth in writing below), and that the Mortgagor(s) will warrant and defend the title to the same against all claims and demands of all persons whomsoever.

11. The Mortgagor(s) includes, in the conveyance of this Mortgage, all the following property and interests, which are included in the "mortgaged property".

- A. Any easements and rights of way used in connection with the Premises;
- B. All tenements, hereditaments and appurtenances of the Premises; and
- C. All fixtures now or hereafter on the Premises.

LIENS AND ENCUMBRANCES

547736

Ernest Barth (SEAL)

(SEAL)

(SEAL)

Mortgagor(s)

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