

This Indenture, Made July 9, 22 453 236 1973 between

12377
S.M.

WILLIAM C. PARKER and ROSE F. PARKER, his wife

herein referred to as "Mortgagors."

NATIONAL BOULEVARD BANK OF CHICAGO

a National Banking Association, as trustee hereunder, witnesseth:

TRUSTEES, WHEREAS the Mortgagors are justly indebted to the legal 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 ----- SIXTY THOUSAND AND NO/100 ----- DOLLARS,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest

from date of loan disbursement on the balance of principal remaining from time to time unpaid at

the rate of 7 1/2 percent per annum in instalments as follows: ----- (\$443.40) -----

Dollars on the first day of September 19 73 and ----- (\$443.40) -----

----- Dollars on the first day of each month

thereafter until said note is fully paid except that the final payment of principal and

interest, if not sooner paid, shall be due on the first day of August 19 98. All such payments

on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid

principal balance and the remainder to principal. Provided that the principal of each instalment unless paid

when due shall bear interest at the rate of eight per cent per annum, and all of said principal and interest

being made payable at such banking house or trust company in City of Chicago, County of Cook

State of 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 National Boulevard Bank of Chicago in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said 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 agreements herein 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 therein, situate, lying and being in the

City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS,

to wit:

Unit number 20-A as delineated on survey plat of Lot 14 (except the South 5 feet

thereof) and all of Lots 15, 16, 17, 18 and 19 and the South 20 feet of Lot 20

in Potter Palmer's Resubdivision of Lots 1 to 22, inclusive, in Block 4 of Catholic

Bishop of Chicago's Lake Shore Drive Addition to Chicago, being a Subdivision of the

North 18.83 chains of fractional Section 3, Township 39 North, Range 14, East of the

Third Principal Meridian, in Cook County, Illinois, (called "Parcel"), which Survey

plat is attached as Exhibit "A" to Declaration of Condominium made by American National

Bank and Trust Company of Chicago, a national banking association, not personally,

but as Trustee, under Trust Number 29440, and recorded in the Office of the

Recorder of Cook County, Illinois, as Document 21,361,283, and Amendment to said

Declaration recorded as Document 21,531,776 and re-recorded as Document 21,981,042,

together with an undivided .60% interest in said Parcel (excepting from said Parcel

all the property and space comprising all of the Units thereof as defined as set forth

in said Declaration of Condominium and Amendment to said Declaration and survey plats).

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, 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 cover-

22 453 236

ings, 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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 mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete 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.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money 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 attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, 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 contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith; including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secure, making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim therefor.

6. Mortgagors shall pay 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 note, and without notice to Mortgagors, all unpaid indebtedness secured 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 instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by accretion 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 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, outlays 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 rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy 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 commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such 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 of Mortgagors at the time of application for such receiver 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 times when Mortgagors, except for the intervention of such

22 453 236

UNOFFICIAL COPY

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.

10. No action for the 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 interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. 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.

13. Trustee shall 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 after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee 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 described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; 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 note 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 by the persons herein designated as makers thereof.

14. The Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act as Trustee, the then Recorder of Deeds of the county in which 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. The Mortgagors shall not without the written consent of the Trustee or the holders of the note sell or convey the property herein described subject to the interest of the Trustee or the holder of the note whether or not such purchaser shall assume or agree to pay the indebtedness hereby secured. Upon any application for the Trustee's or the holder's of the note consent to such a transaction, the Trustee or the holder of the note may require from the purchaser such information as would normally be required if the purchaser were a new loan applicant. Consent shall not be unreasonably withheld, but Trustee or the holder of the note may impose a service charge not exceeding 2% of the original amount of the indebtedness hereby secured and may adjust the contractual interest rate upon the unpaid balance of the obligation secured by this trust deed.

17. The lien of this Trust Deed also secures the repayment of the principal and interest on any other indebtedness due and owing from the mortgagors to the holder of the principal note secured by this Trust Deed.

18. It is understood that in addition to the above mentioned monthly principal and interest payment, the Mortgagors agree to deposit in an escrow account 1/12th of the estimated improved Real Estate tax bill or the last ascertainable improved Real Estate tax bill monthly, from year to year on a calendar basis (January to January), not on a "when issued and payable" basis. ~~AND ALSO TO PAY TO THE TRUSTEE OR THE HOLDER OF THE NOTE THE AMOUNT OF ANY SPECIAL ASSESSMENTS, TAXES, CHARGES, FEES, FINES, PENALTIES, OR OTHER LIABILITIES WHICH MAY BE IMPOSED UPON THE PROPERTY HEREIN DESCRIBED BY ANY PUBLIC OFFICIAL OR AUTHORITY AT ANY TIME DURING THE TERM OF THIS TRUST DEED.~~

Mortgagor also hereby grants to mortgagee, its successors and assigns, all 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.

This Mortgage 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 at length herein.

For additional covenants, see attached rider.

WITNESS the hand and seal... of Mortgagors the day and year first above written.
William C. Parker [Seal.] *Rose F. Parker* [Seal.]
William C. Parker Rose F. Parker
..... [Seal.] [Seal.]

22 453 236

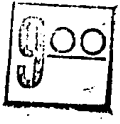
1975 AUG 24 PM 3 13
AUG 24 73 675652 • 22453236 • A — Rec 910

RECORDED OF DEEDS
COOK COUNTY ILL.

STATE OF ILLINOIS, }
COUNTY OF.....} ss.

I, Donna K. Farah
a Notary Public in and for and residing in said County, in the State aforesaid, DO
HEREBY CERTIFY THAT William C. Parker and Rose E. Parker, his wife
.....
who SEA personally known to me to be the same person, whose name^s
subscribed to the foregoing Instrument, appeared before me this day in person and
acknowledged that THAT signed, sealed and delivered the said Instrument as
..... their free and voluntary act, for the uses and purposes therein set forth, in-
cluding the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 20th
day of August
Donna K. Farah
Notary Public
commission expires 12/29/76



MAIL

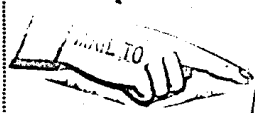
AFTER RECORDING
MAIL THIS INSTRUMENT TO

NAME National Boulevard Bank of Chicago
ADDRESS 400-410 North Michigan Avenue
CITY Chicago, Illinois 60611
DATE..... INITIALS.....

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.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 5389
By *[Signature]*
NATIONAL BOULEVARD BANK
OF CHICAGO
Assistant Trust Officer.

Box.....
TRUST DEED
For Installment Note
To
NATIONAL BOULEVARD BANK
OF CHICAGO
Trustee
PROPERTY ADDRESS



Mail to
NATIONAL BOULEVARD BANK
OF CHICAGO
WRIGLEY BUILDING
400-410 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60611

22453236

UNOFFICIAL COPY

R I D E R

A. The Mortgagor shall promptly deliver to the mortgagee a true and full copy of each and every notice of default received by the mortgagor with respect to any obligation of the mortgagor under the provisions of the Condominium Property Act of the State of Illinois (the "Condominium Property Act"), the Declaration of Condominium Ownership of the 1440 Condominium (the "Declaration"), the Rules and Regulations adopted by the Board of Manager (The "Rules and Regulations"), or the By-Laws of any corporation created to facilitate the administration and operation of the 1440 Condominium (the "By-Laws").

B. The mortgagor shall not, except with the prior written consent of the mortgagee (a) institute any action or proceeding for partition of the property of which the mortgaged premises are a part; (b) vote for or consent to any modification of, amendment to or relaxation in the enforcement of any provision of the Declaration or By-Laws; and (c) in the event of damage to or destruction of the property of which the mortgaged premises are a part, vote in opposition to a motion to repair, restore or rebuild.

C. In each and every case in which, under the provisions of the Declaration, the By-Laws or the Condominium Property Act, the unanimous consent or the unanimous vote of the owners of units is required, the mortgagor shall not so vote or give such consent without, in each and every case, the prior written consent of the mortgagee.

D. It shall constitute a default under this mortgage entitling the mortgagee at its option to accelerate the entire unpaid balance of the indebtedness secured hereby if the Board of Manager or any association caused to be incorporated by the Board of Managers pursuant to the Declaration (the "Association") fails or refuses to maintain in full force and effect a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the common elements, and having firm or contingent or conditional endorsements covering the replacement value of the units to provide for restoration thereof to tenable condition in the event of damage. Such policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the members of the Board of Managers, as Trustees for each of the unit owners in the percentages established in the Declaration, and to the respective mortgagee of the unit owners, as their interests may appear. Said policy or policies shall provide for separate protection for each unit and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof, and with a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit. Such policy or policies shall permit the waiver of subrogation and shall provide that the insurance company or companies will not look to the Board of Managers, the Association, or any unit owner for the recovery of any loss under said policy or policies. Such policy or policies shall not be cancellable except after ten (10) days written notice to the mortgagee and a copy or a duplicate of such policy or policies shall be deposited with the mortgagee with evidence of the payment of premiums and with renewal policies to be deposited with the mortgagee not later than ten (10) days prior to the expiration of existing policies. In the event that the policy or policies of insurance maintained by the Board of Managers, or the Association, insures the mortgaged premises only on a contingent or conditional basis which requires the individual unit owner to provide his own insurance on his unit, then the mortgagor shall furnish to the mortgagee an original policy of fire insurance with extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the mortgaged premises to the satisfaction of the mortgagee. Anything herein above to the contrary notwithstanding, in the event the Board of Managers, or the Association, or the mortgagor fails or refuses to provide insurance coverage as above provided, the mortgagee at its election may take out fire insurance with extended coverage, vandalism and malicious mischief endorsements, covering the mortgaged premises for its benefit as mortgagee and may add the premium therefor to the unpaid balance of the indebtedness secured hereby. In the event that the Board of Managers, or the Association, does furnish insurance on the entire building and the mortgaged premises as above specified and in the event of damage to or destruction of the building or any part thereof or of the mortgaged premises the mortgagee shall, if the proceeds of insurance collectible by the Board of Managers, or the Association, are sufficient to repair or restore the building, permit the proceeds of such insurance affecting the mortgaged premises to be disbursed by the Board of Managers, or the Association, for the purpose of repairing and restoring the damage to the building.

E. The mortgagor shall promptly pay as the same become due and payable all payments to the maintenance and reserve funds and all assessments as required by the Declaration or By-Laws or any resolutions adopted pursuant to either thereof, and shall promptly upon demand exhibit to the mortgagee receipts for all such payments, and in the event that the mortgagor fails to make such payments as the same become due and payable, the mortgagee may from time to time as its option, but without any obligation so to do and without notice to or demand upon the mortgagor, make such payments, and the same shall be added to the debt secured hereby, and shall bear interest until repaid at the rate provided in said promissory note; provided, however, that the failure of the mortgagor to make any such payment to the maintenance fund or to exhibit such receipts shall, at the election of the mortgagee, constitute a breach of covenant under this mortgage entitling the mortgagee to accelerate the indebtedness secured hereby.

F. The mortgagor shall fully and faithfully keep and perform each and every covenant, agreement and provision in the Declaration, or By-Laws, and Rules and Regulations on the part of the mortgagor to be kept and performed, and in the event of the failure of the mortgagor so to do within a period of thirty (30) days after notice from either the Board of Managers or the Association or from the mortgagee, or in the case of any such default which cannot with due diligence be cured or remedied within such thirty (30) days period, if the mortgagor fails to proceed promptly after such notice to cure or remedy the same with due diligence, then in any such case, the mortgagee may from time to time at its option, but without any obligation so to do, cure or remedy any such default of the mortgagor (the mortgagor hereby authorizing the mortgagee to enter upon the mortgagor's premises as may be necessary for such purpose), and all sums expended by the mortgagee for such purpose, including reasonable counsel fees, shall be added to the debt secured hereby, shall become due and payable and shall bear interest until repaid at the rate provided in the note secured hereby provided, however, that the failure of the mortgagor to keep or perform any such covenant, agreement or provision for thirty (30) days after any such notice shall, at the election of the mortgagee, constitute a breach of covenant under this mortgage entitling the mortgagee to accelerate the indebtedness secured hereby.

To the extent that the printed portion of this mortgage conflict with the provisions contained in this Rider, the provisions of this Rider shall prevail.

William C. Parker (SEAL)
William C. Parker

Ross F. Parker (SEAL)
Ross F. Parker

22 453 236

END OF RECORDED DOCUMENT

UNOFFICIAL COPY

DCS 3317

RECORDER OF DEEDS
COOK COUNTY, ILLINOIS

RECORDER
SIDNEY R. OLSEN



CHICAGO

CHIEF DEPUTY RECORDER
NORMAN H. HANSEN

ADMINISTRATIVE ASSISTANT
FRANK C. WOLF

CERTIFICATE OF ADDITIONS

THIS IS TO CERTIFY THAT THE MICROFILMED
IMAGES APPEARING ON THIS ROLL OF FILM
BETWEEN START ADDITIONS AND END ADDITIONS
ARE TRUE AND ACCURATE IMAGES OF THOSE
DOCUMENTS OF THE RECORDER OF DEEDS,
COOK COUNTY, ILLINOIS, WHICH WERE MISSING
OR PROVED UNREADABLE UPON INSPECTION OF
THE ORIGINAL ROLL, AND ARE TO BE SPLICED
TO SUCH ORIGINAL ROLL FOR ITS COMPLETION.

R. Seifer
CAMERA OPERATOR

Property of Cook County Clerk's Office

3M
S
A