

# UNOFFICIAL COPY

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BOX 305

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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RECORDED FOR DEEDS

TRUST DEED NOV 13 '73 9 00 AM

#22542101

THIS INDENTURE, Made this 22nd day of October A.D. 1973  
by and between KENNETH MASON, married to Cherie Mason

of the City of Chicago in the County of Cook  
and State of Illinois (hereinafter, "Mortgagor"), and THE FIRST NATIONAL BANK OF CHICAGO,  
a national banking association organized and existing under and by virtue of the laws of The United States of America,  
and doing business and having its principal office in the City of Chicago, County of Cook and State of Illinois, as Trustee  
(hereinafter, "Trustee"). WITNESSETH:

THAT, WHEREAS, MORTGAGOR is justly indebted to the legal holder or holders of the Promissory Instalment  
Note hereinafter described in the Principal Sum of  
TWENTY THOUSAND FIVE HUNDRED AND NO/100-----Dollars (\$ 20,500.00 ),  
evidenced by one certain Promissory Instalment Note (the identity of which is evidenced by the certificate thereon of  
Trustee), bearing even date herewith made payable to bearer and delivered, which Instalment Note (hereinafter, the  
"Note"), bears interest from date of disbursement until maturity at the rate therein set forth, and which principal and  
interest is payable as follows:

Interest only due November 4, 1973 thereafter the sum of \$ 156.53 due and payable on the  
fourth day of each and every month, to and including NOVEMBER 4, 1978 if not sooner paid;  
each of said monthly payments of \$ 156.53 shall be applied first in payment of interest at the rate specified in said Note,  
payable monthly on the balance of said principal sum remaining from time to time unpaid and second on account of said principal sum,  
said principal payments bearing interest after maturity at the rate of 7 7/8 per centum per annum, and all of said  
principal and interest payments being payable in lawful money of The United States, at such banking house in Chicago, Illinois, as the  
legal holder(s) of the Note may in writing appoint, and until such appointment at the office of The First National Bank of Chicago, in  
the City of Chicago, State of Illinois; in and by which Note, it is agreed that the principal sum thereof, together with accrued interest  
thereon, in case of default as provided in this Trust Deed, may at any time without notice, become at once due and payable at the place of  
payment in said Note specified, at the election, as in this Trust Deed provided, of Trustee or of the holder(s) of the Note.

NOW, THEREFORE, Mortgagor for the purpose of securing the payment of the Note and the performance of the Mortgagor's  
agreements herein contained, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowl-  
edged, does by these presents convey and warrant unto Trustee, its successors and assigns, the following described Real Estate, situate,  
lying and being in the City of Chicago County of Cook State  
of Illinois, to wit:

Unit No. 5004 as delineated on survey of the following described parcels of real estate in Cook  
County, Illinois (hereinafter referred to collectively as "Parcel"):

Parts of the land, property and space below, at and above the surface of the earth, located within the  
boundaries projected vertically upward and downward from the surface of the earth, of a parcel of  
land comprised of Lot 17, (except the east 16 feet thereof) and all of Lots 18 to 28 inclusive, in Lake  
Shore Drive Addition to Chicago, a subdivision of part of Blocks 14 and 20 in Canal Trustees'  
Subdivision of the South Fractional Quarter of Fractional Section 3, Township 39 North, Range 14  
East of the Third Principal Meridian, and Lots 1 to 4 inclusive, in County Clerk's Division of the West  
300 feet of that part of Lots 16, 17, 18 and 19 of Block 14 lying east of the Lincoln Park Boulevard  
in the Canal Trustees' Subdivision of the South Fractional Quarter of Fractional Section 3, Township  
39 North, Range 14 East of the Third Principal Meridian, conveyed by Deed dated July 27, 1973 and  
recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 30, 1973 as  
Document No. 22418957, from John Hancock Mutual Life Insurance Company, a Massachusetts  
corporation, to LaSalle National Bank, a national banking association, not individually, but as Trustee  
under a Trust Agreement dated February 15, 1973, and known as Trust No. 45450,

which survey (hereinafter called "Survey") is attached as Exhibit "A" to the Declaration of Condominium  
Ownership, Easements, Restrictions, Covenants and By-Laws for 175 East Delaware Place, Chicago, Illinois  
(hereinafter called "Declaration"), recorded on August 10, 1973, in the Office of the Recorder of Deeds of  
Cook County, Illinois as Document No. 22434263; together with an undivided 0.08010 percent  
interest in the Parcel (excepting from the Parcel all of the property and space comprising all Units as  
defined and set forth in the Declaration 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 Declaration, and in  
the Deed recorded July 30, 1973, as Document No. 22418957, and in the Declaration of Zoning Restrictions recorded  
July 30, 1973, as Document No. 22418956, and in the Operating Agreement recorded August 10, 1973, as Document  
No. 22434264.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the  
Declaration, the Deed, the Declaration of Zoning Restrictions and the Operating Agreement, the same as though the  
provisions of the aforesaid documents were recited and stipulated at length herein.

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Property of Cook County

which, with the property hereunder described, is referred to as the "Premises," and appurtenances now or at any time hereafter thereunto TOGETHER with all the tenements, hereditaments, privileges, easements, and appurtenances now or at any time hereafter thereunto belonging, all buildings and improvements now located or hereafter to be erected on the premises, the rents, issues and profits thereof (which rents, issues and profits are hereby expressly assigned, it being understood that the pledge of the rents, issues and profits made in and by this Trust Deed is not a secondary pledge but is a primary pledge on a parity with the mortgaged property as security for the payment of the indebtedness secured hereby), and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all shrubbery, shades and awnings, screens, storm windows and doors, curtain fixtures, venetian blinds, gas and electric fixtures, radiators, heaters, ranges, bathtubs, sinks, apparatus for supplying or distributing heat, light, water, air conditioning, and all other apparatus and equipment in or that may be placed in any building now or hereafter standing on the premises, (which are hereby understood and agreed to be part and parcel of the real estate and appropriated to the use of the real estate, and whether affixed or annexed or not, shall for the purposes of this Trust Deed be deemed conclusively to be real estate and conveyed hereby) and also all the estate, right, title and interest of Mortgagor of, in and to said premises.

TO HAVE AND TO HOLD the above described premises unto Trustee, its successors and assigns forever, for the purposes, uses and trusts herein set forth, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of the Mortgaged Property after any default in the payment of said indebtedness or after any breach of any of the agreements herein contained.

This Trust Deed consists of two pages. The agreements, conditions and provisions appearing on page 2, the reverse side of this Trust Deed) are incorporated herein by reference and are hereby made a part hereof and shall be binding on the Mortgagor, their heirs, successors and assigns.

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

Kenneth Mason [SEAL] ..... Cherie Mason [SEAL]  
 Kenneth Mason ..... Cherie Mason

STATE OF ILLINOIS } SS. I, Nelen M. Winkitch [SEAL]  
 COUNTY OF COOK } a Notary Public in and for and residing in said County, in the State aforesaid,  
 HEREBY CERTIFY THAT Kenneth Mason, married to Cherie Mason  
 who is personally known to me to be the same person whose name subscribed to  
 the foregoing Instrument, appeared before me this day in person and acknowledged that  
 he signed, sealed and delivered the said Instrument as his free and voluntary  
 act for the uses and purposes therein set forth, including the release and waiver of the right  
 of homestead.



GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of October AD 1973.  
Nelen M. Winkitch  
 Notary Public

The Principal Instrument Note mentioned in the within Trust Deed has been identified herewith.

Mait  
 do: R. E. No. REO 40291 SB  
 First Nat'l Bank of Chicago  
 One First Nat'l Plaza  
 Chicago, Ill. 60670  
 Attn: S. J. Benes



The First National Bank of Chicago, Trustee,

Edward Schuster  
 Real Estate Officer

