UNOFFICIAL COPY

9 0

1

0

COOR COUNTY, ILLINOIS FILED FOR RECORD

JAN 24 174 1 24 PH

***22604567**



TRUST DEED

377081

> 22 604 567

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January

-----D. DANIEL BARR (a/k/a DAVID DANIEL BARR) -

DANIEL BARR (a/k/a DAVID DANIEL BARR)
herein referred to as "Mortgagors," and
CHICAGO TITLE AND TRUST COMPANY
an Illinois of the mortgagors are justly indobted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as HOLDER of the Note, in the principal sum of
NINETEFN THOUSAND FOUR HUNDRED AND NO/100
NINETEFN THOUSAND FOUR HUNDRED AND NO/100

Oblians, evidenced by our cert in instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF MEMBER
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of tibut to manner.

OF TOTAL BANK

OF TOTAL

appoint, and in absen-in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of he ar d principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the cove. "... agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in Inand paid, the receipt where it is 1 to 2 seknowledged, do by these presents CONVY and WARKAPT unto the Trustee, its successors and assists, the following described Real Estate and all it is a consideration of the sum of the said interest therein, situate, the said interest therein, situate, the office of the constant of the said interest therein, situate, the office of the said interest therein, situate, the said interest therein, situate, the office of the said interest therein, situate, the said interest therein interest the said interest the

(See attached)

This Instrument prepared by: Upper Avenue National Bank 875 North chigan Avenue Chicago Illinois By: Florence Odman

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 rems, us and profits thereof for long and during all such times as Mortgagars may be entitled thereto (which are pledged primarily and on a parity with said tall that a rand not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, wate 1, 15, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without retricting foreroing), secens, window 1.6. 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 tear sate which are therefore the refresh of the refresh of the refresh tear the conditioned as constituting part of the refresher.

The refresher is the refresher of the refresher is the refresher in the refresher is the refresher in the refresher is the refresher is the refresher in the refresher in the refresher is the refresher in the refre

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse 10) of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their hars,

with Res the hand DANIEL BARR (a/k/a DAVID DANIEL BARR) and seal of Mortgagors the day and year first above written.

MIOORRETEIUSK

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

D. Daniel Barr (a/k/a Dayid Daniel Barr)

a bachelor KOTARI

OFFICIALC

Page 2

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

Mortgagurs shall (1) promptly repair, restore or rebuild any buildings or improvements now or literator in the premises which may become damaged 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 clinated 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 request exhibit, antifactors; evidence of the discharge of such prior lien to Trustee or to indicate and the most; (4) complete within a reasonable time any ing or buildings now or at any time in process of crection upon said premises; (5) comply with all requirements of law or municipal ordinances with to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

Mortgagors shall pay before any penalty attacks all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, therefore, against the premises when the cut and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To not default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire text.

and whereharges against the prepilies, when due, and shall, upon written request, furnish to Trustee or to holders in the note outputate receipts interior, in prevent default hereunder Mertagors shall appy in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to eithest.

3. Mortgagors shall keefall buildings and improvements now or hereafter altitude on said premises insured against loss or damage by fire, lightning or windstorm under policie, providing for payment by the insurance companies of interest on the note, under insurance policies providing for payment by the insurance companies of interest pay the cost of replacing or repairing the same or to pay in full bills industications secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in ease 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 renewal policies, not 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.

Mortgagors in any form and manner deemed expective dates of expiration.

Mortgagors in any form and manner deemed expective dates of expiration.

Sifety, and purchase, discharge, compromise or settle any say but need not, make full or partial payments of principal or interest on prior encumbrances if they, and purchase, discharge, compromise or settle any say but need not, make full or partial payments of principal or interest on prior encumbrances if the partial payments of principal or interest on prior encumbrance and all expenses paid or interest on prior encumbrance and all expenses paid or interest on prior encumbrance and all expenses paid or interest on prior encumbrance and all expenses paid or interest on prior encumbrance of the content of the pay and pay and purchase, discharge, compromise

interest on the note, or (t, / h) n default shall occur and continue for three days in the performance of any other agreement of the Mortspaors herein contained.

7. When the indebtedness are used shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In an suit. Foreclose the lien hereof, three shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which my be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees. Trustee's fees, appraiser's classes, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring 's and abstracts of title, title searches and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title. 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 's is checree 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 been a much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per ann. In add or incurred by Trustee or holders of the note in connection with (a) any proceedings, including probate and bankruptey proceedings, to which eith of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness served and commenced or (c) preparations or the 'mencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced. The proceedings in the fense of any threatened suit or proceedings which might affect the premises or the security whether or not actually commenced. The premises of the foreclosure proceedings in the fense of any threatened su

appear.

3. Upon, or at any time after the filing of a bill to foreclose the trust der like the trust der like any appointment may be made either before, or after sale, withou it is, 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 research of the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the research of the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the research of the solvency or insolvency of Mortgagors at the time of application for such foreclosure suit and, in case of a sale and a deficiency, during the first successful the same shall be then occupied as a homestead or not and the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the first successful the successful the solvency of the successful the solvency of red times the solvency of red to the solvency of the same shall be then occupied as a homestead or not and the pendency of such foreclosure suit and, in case of a sale and a deficiency, and all other powers which may be necessary or are usual in such cases for the 1 otectic and possession, control, management and operation of the premises during the whole of said period. The Count from time to time may authorize the relevier to appear on the solvence in his hands in payment in whole or in part of (1). The indebtendess accured hereby, or by any decree foreclosing this trust d. or we take the solvence of the solvence of

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 caso able 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 premise or a inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be oolige of 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 of the content of the agents or employees of Trustee, and it may require indemnities satisfactory to be for exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of so it's only 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 quest of any person who shall, either before or after maturity thereof; produce and exhibit to Trustee than one, representing that all indebteness hereby secur on been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor truste may accept as the note herein described note which bears an identification number purporiting to be placed thereon by a for trustee there deer or which conforms in substance with the described note which bears an identification number purporiting to be placed thereon by a for trustee, such successor trustee, such successor trustees and the successive of the origination of the note and where the release is requested of the originated of the note and which purports to be executed by the persons herein designated as a condition of the note and where the release is requested of the origination of the independent of the note and where the release is requested of the origin

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO-TITLE AND TRUST COMPANY,

MAIL TO:

Upper Avenue National Bank 875 North Michigan Ave. Chicago, Illinois. 60611

FOR RECORDER'S INDEX PURPOSES. INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

2400 Lakeview Avel Unil #1015

Chicago, Illinois. 60614

PLACE IN RECORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY

EXHIBIT A

Unit No. | O | as delineated upon Survey of the following described parcels of real property ("Parcel"):

PARCEL 1:

Lots 1 and 3 in the Subdivision of Lots 1 and 2 in Andrew E. Leicht's Subdivision of Lots. 9 and 10 in Baird's Lincoln Park Addition to Chicago, a Subdivision in the South East Corner of the South West Quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian.

PARCEL 2:

That proof the 14 foot private alley north and west of and adjoining said Lot 3 of aforesal Preel 1, lying east of the west line of the east 6 feet of Lot 8 in said Baird's Lincour Park Addition to Chicago and east of the west line of the east 6 feet of said Lot 8 extended north, west of the east line of said Lot 3 extended north and south of the center line of said alley (except so much of said alley as may accrue to Lots 1 and 2 in 7 to 12' Subdivision of Lots 6 and 7 in said Baird's Lincoln Park Addition to Chicago foresaid).

PARCEL 3:

- (a) That part of the east 6 feet of Lot 8 of aforesaid Baird's Lincoln Park Addition to Chicago lying west of and adjoining aforesaid Lot 1 in the subdivision of Lots 1 and 2 in Andrew E. Leicht's Subdivision of Lots 9 and 10 in Baird's Lincoln Park Addition to Chicago.
- (b) That part of the east 6 feet of Lot 8 of aforesaid Baird's Lincoln Park Addition to Chicago lying west of an autoining aforesaid Lot 3 in the subdivision of Lots 1 and 2 in Andrew E. Feicht's Subdivision of Lots 9 and 10 in Baird's Lincoln Park Addition to Chicago.

PARCEL 4:

Easement for the benefit of Parcel 1 as coated by grant recorded August 15, 1891 as document 1520807 for passageway over the east 12 feet of Lot 8 (except the east 6 feet of Lot 8 lying west of and adjoining said Jots 1 and 3) in Baird's Lincoln Park Addition to Chicago a subdivision in the south west quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Mendian.

PARCEL 5:

Lot 2 in subdivision of Lots 1 and 2 in Andrew E. Lei'nt's subdivision of Lots 9 and 10 in Baird's Lincoln Park Addition to Chicago, a subdivision in the south west quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian.

PARCEL 6:

That part of the east 6 feet of Lot 8 in Beird's Lincoln Park Addition to Chicago in the south west quarter of Section 28, Township 40 North, Range 14, Fast of the Third Principal Keridian, being a strip of land 6 feet in width by a depth of 50 feet which lies immediately adjoining and contiguous to said Parcel 5 aforesaid of west line.

PARCEL 7:

Easement for the benefit of Parcel 5 as created by grant recorded August 15, 1822 as Document 1520807 for passageway over the east 12 feet of Lot 8 (except the east of feet of Lot 8 lying west and adjoining said parcel 5) in Eaird's Lincoln Park Addition to Chicago, a subdivision in the south west quarter of Section 28, Township 40 North, Pange 14, East of the Third Principal Meridian.

to Chicago, a subdivision in the south west quarter of Section 28, Township 40 North, Pange 14, East of the Third Principal Meriddian.

ALL IN CCOK COUNTY, ILLINOIS

Which Survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by the American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated October 1, 1973 and known as Trust No. 32452 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as document 22583611, together with an undivided .25/ % interest in said Parcel (excepting from said Parcel the property and space comprising all of the units thereof as defined and set forth in said Declaration and Survey), said Parcel being commonly known as 2400 Lakeview, Chicago, Illinois.

22 604 51

END OF RECORDED DOCUMENT