

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Edwin R. Olson
RECORDER OF DEEDS

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 28, 1974, between
KELVYN H. LAWRENCE, a bachelor

, herein referred to as "Mortgagors," and
THE NORTHERN TRUST COMPANY,

an Illinois banking corporation located in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS, the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of FOURTY FIVE THOUSAND AND NO/100ths (\$45,000.00)

Dollars, evidenced by one certain Installment Note herein referred to as "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 hereof on the balance of principal remaining from time to time unpaid at the rate of 8 % per annum in installments as follows: THREE HUNDRED FORTY SEVEN AND NO/100ths (\$347.00)

Dollars on the 10th day of March, 1974 and THREE HUNDRED FORTY SEVEN AND NO/100ths (\$347.00)

Dollars on the 10th 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 10th day of February 1999

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 the City of 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 The Northern Trust Company 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 agreement 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

(SEE PAGER ATTACHED)

Unit No. 7702 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 Lots 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; also 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. 45420.

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 20854 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.

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which, with the property hereinafter described, is referred to herein as the premises."

TOGETHER with all buildings, 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 coverings, 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 in charge on the premises superior to the reasonable time any building or buildings now or at any time in process of erection upon said premises; (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 ordinance 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 or as authorized by the Holders of the Note.
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, windstorm and such other hazards or contingencies as the Holders of the Note may require 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, and shall pay the cost of such insurance, including renewal policies, 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. In case of loss, Trustee may, but need not, collect and receipt for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.

