

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY  
PARK NATIONAL BANK OF CHICAGO  
2958 N. MILWAUKEE AVE.  
CHICAGO, ILLINOIS 60618

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

MAR 28 '74 1 39 PM

*Richard H. Shaw*  
RECORDER OF DEEDS

# 22668461



## TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made February 21, 1974 between JOSEPH HEGGER, a bachelor

herein referred to as "Mortgagors," and PARK NATIONAL BANK OF CHICAGO, a National Banking Association 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 Instalment Note hereinafter described, and legal holder or holders being herein referred to as Holders of the Note in the principal sum of

FIFTY SEVEN THOUSAND AND NO/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARERS

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 21, 1974 on the balance of principal remaining from time to time unpaid at the rate of 7.9 per cent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED FORTY-TWO AND 49/100 Dollars on the 1st day of May 1974 and ONE HUNDRED FORTY-TWO AND 49/100 Dollars \$142.49 on the 1st day of each and every 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 1st day of April 1989

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 otherwise specified shall be interest at the rate of per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 PARK NATIONAL BANK OF CHICAGO in said City. Prepayment privileges granted...for details see Instalment Note.

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, all of their estate, right, title and interest thereon, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS,

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

EXHIBIT A

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Clerk's Office

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## EXHIBIT A

Unit No. 1011 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 part of the 14 foot private alley north and west of and adjoining said Lot 3 of aforesaid Parcel 1, lying east of the west line of the east 6 feet of Lot 8 in said Baird's Lincoln Park Addition to Chicago and east of the west line of the east 6 feet of said Lot 3 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 Lotholz' Subdivision of Lots 6 and 7 in said Baird's Lincoln Park Addition to Chicago aforesaid).

### 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 and adjoining aforesaid Lot 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.

### PARCEL 4:

Easement for the benefit of Parcel 1 as created 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 Lots 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 Meridian.

### PARCEL 5:

Lot 2 in 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 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 Baird's Lincoln Park Addition to Chicago in the south west quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, 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 on west line.

### PARCEL 7:

Easement for the benefit of Parcel 5 as created 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 and adjoining said parcel 5) 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.

ALL IN COOK 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 .251 % 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.

Mortgagor(s) hereby grant(s) to the 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 as set forth in the aforementioned Declaration. The Mortgage is subject to the rights, easements, restrictions, conditions and covenants contained in said Declaration.

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which, with the property hereinafter described, is referred to herein as the premises. TOGETHER with all improvements, ornaments, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof, for so long as during all such times as Mortgagors may be entitled thereto, which are pledged property and on a parity with said real estate and not secondarily and all apparatus, equipment or articles now or hereafter therein 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, door coverings, indoor birds, awnings, shutters 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 charge 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.

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] Joseph Hager, a bachelor [SEAL]  
[SEAL] [SEAL]

STATE OF ILLINOIS, I, Geraldine R. Seibor, a Notary Public of and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH HAGER, a bachelor

is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, willed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of February, 1974.  
Notary Public

Form 807 R 1-69 Tr. Deed, Indiv. Instal.-Incl. Int. Page 1

22 668 461

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any building, 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 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) 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.

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 compliance 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 hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore 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 satisfy any tax lien or other lien or title or claim thereon or in redemption from any tax sale or foreclosure 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 actually paid by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation for Trustee for each major collection, shall constitute a lien in priority to the lien hereof, and shall be paid without notice and without interest thereon at the rate of 12 percent. 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. Trustee or the holders of the note, hereby secured, making any payment or performing any act authorized relating to taxes or assessments, may do so according to a bill, statement or estimate presented from the appropriate public officer 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 thereon.

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 immediately in the case of default in making payment of any installment of principal or interest on the note, or 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 acceleration 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 to 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 attorney's fees, Trustee's fees, appraiser's fees, surveyor's fees, documentary and report recorder, stenographic charges, publication costs and costs which may be incurred as to debts to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to the premises or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true conditions of the title, or of 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 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 in any indebtedness hereby secured or its preparations for the consummation of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or in preparation 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 proceeding, 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 surplus 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 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 encumbered 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 claim, to 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 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 of any other lien or encumbrance in priority to the lien hereof, or (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, or to 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 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 intent to defraud the assets of mortgagors of Trustee, and it may require independent satisfactory title before exercising any power herein given.

13. Trustee shall release this trust deed and the lien hereof 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 note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder, 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 placed its identification number on the note described herein, it may accept as the 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. 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 of 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 a part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be taken to mean "notes" when more than one note is used.

RIDER ATTACHED HERETO AND MADE PART HEREOF

ATTACHED HERETO AND MADE PART HEREOF: (Heiser)

16. Mortgagors further agree that upon default in the payment of any of the said instalments or of the covenants or agreements stipulated in this trust deed, the holder of the note shall have the right to foreclose the lien hereof and to sell the premises and to apply the proceeds of such sale to the payment of the indebtedness secured hereby and to the payment of the costs and expenses of such foreclosure, and to the payment of the deficiency in case of a sale and deficiency claim, to 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 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 of any other lien or encumbrance in priority to the lien hereof, or (2) the deficiency in case of a sale and deficiency.

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J.H.

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<b>IMPORTANT</b>	
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD	Identification No. 920 <b>CHICAGO TITLE AND TRUST COMPANY,</b> Park National Bank of Chicago Trustee. By _____ Ass't Vice Pres.
<input type="checkbox"/> MAIL TO: <input checked="" type="checkbox"/> Park National Bank of Chgo 2958 N. Milwaukee Chicago, Ill. 60618 Attn Eugene F. Satera	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 2400 N. Keyview Ave. Unit 1011 Chicago, Illinois
<input type="checkbox"/> PLACE IN RECORDER'S OFFICE BOX NUMBER 480	

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**END OF RECORDED DOCUMENT**