

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

22 727 327

*Sidney Olsen*

MAY 23 3 05 PM '74  
**TRUST DEED**

THIS INSTRUMENT WAS PREPARED BY:

THOMAS HALPIN \* 22 727 327  
50 South La Salle Street  
Chicago, Illinois 60690

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made May 9, 1974, between

ALAN RAUH ORSCHEL, a bachelor  
, herein referred to as "Mortgagor," and

THE NORTHERN TRUST COMPANY,

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

THAT, WHEREAS, the Mortgagor 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 THIRTY THREE THOUSAND AND NO/100ths (\$33,000.00)

Dollars, evidenced by one certain Instalment 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 0 % per annum in instalments as follows: TWO HUNDRED FIFTY FIVE AND

NO/100ths (\$255.00)

Dollars on the 1st day of July, 1974 and TWO HUNDRED FIFTY FIVE AND

NO/100ths (\$255.00)

Dollars on the 1st 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 1st day of June, 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 RIDER ATTACHED)  
Unit No. 5315 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 15 to 18 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; 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. 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 0.11739 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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Office

Property of Cook County Clerk's Office

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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 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 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 restoring the same or to pay in full the indebtedness secured hereby. All insurance policies shall be in companies satisfactory to the Holders of the Note, and shall be attached to each policy, and shall deliver all policies, including original and renewal policies, to Holders of the Note, and in case of insurance which expires, shall deliver renewal policies not less than ten days before 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.

4. In case Mortgagee shall fail to perform any covenants herein contained, Trustee of the Holders of the Note may, but need not make any payment of principal or interest on the Note...

17. Mortgagors shall pay promptly when due the assessments made by the Board of Directors, "175 East Delaware Place Condominium" for the expenses as provided in its By Laws.

18. Each request, notice, authorization, direction or demand hereby required or permitted shall be in writing and the mailing thereof by registered mail to Mortgagors at 175 East Delaware - Unit 5315, Chicago, Illinois or if Trustee in the intended recipient, to Trustee at 50 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS shall be sufficient service thereof on date of mailing, and no notice to any assignee or grantee of Mortgagors shall be required.

Notary Public in and for the State of Illinois, in the County of Cook, State of Illinois, do hereby certify that the foregoing instrument was duly executed and acknowledged before me by the person named herein as the Mortgagor and the Trustee of the Holders of the Note...

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE RECORDED BY THE TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

TO: Northern Trust Co. 50 So. La Salle, Chicago, Ill. Attn: Roy Frankel