

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
MAY 23 3 05 PM '74  
**TRUST DEED**

22 727 327 *Sidney Olson*

THIS INSTRUMENT WAS PREPARED BY

THOMAS HALPIN \* 22 727  
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 "Mortgagors," and

THE NORTHERN TRUST COMPANY,

an Illinois banking corporation located in Chicago, Illinois, herein referred to as TRUSTEE, witnessed.

THAT, WHEREAS, the Mortgagors 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 **"TWO HUNDRED FIFTY 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 then 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 powers 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 in WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, rights, 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 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, 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 (excluding 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.

# UNOFFICIAL COPY

Property of Cook County, Clerk's Office

227732

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 with 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 destroyed by fire, lightning, windstorm, or otherwise; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other demands or claims for lien or otherwise, and upon request exhibit satisfactory evidence of the same to the Trustee or to Holders of the Note; (3) complete within the time and building of buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and use thereof; (5) 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 Holders of the Note duplicate receipts therefor. To prevent doubt, hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm, either to pay the cost of restoring or replacing the same, and the insurancemoneys received hereby, all in companies authorized to do business in the State of Illinois, and shall pay premiums for such insurance, and shall deliver all policies, including additional and renewals, to the Trustee or Holders of the Note, such rights to be evidenced by the standard mortgagor receipt for the premium of any such insurance and apply the premiums in reduction of the indebtedness secured hereby, whether due or not.

FIDAY 2016 (R 4/7/1)

**UNOFFICIAL COPY**

b. Waiver of the Holders of the Note hereby agree making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, debt, liability, tax or claim thereof.

(d) Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Noteholder, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor heretofore contained.

7. When the indebtedness hereby created shall become due whether by acceleration or otherwise, Holders of the Note or Trustee shall have the right to foreclose the lien herein. In any suit to foreclose the lien herein, there shall be allowed and included as additional Indebtedness, in the discretion of the court, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Holders of the Note for attorneys' fees, Trustee's fees and costs, and any other expenses, including reasonable attorney's fees, which may be estimated as in Illinois law to be reasonably necessary to foreclose the lien and to collect the amount of principal, interest and any other amounts due under the Note. All expenses of foreclosure, including reasonable attorney's fees, shall be paid by the Debtor. The court may award to such Holders of the Note or Trustee such costs, expenses and attorney's fees as it deems reasonable and necessary to foreclose the lien and to collect the amount of principal, interest and any other amounts due under the Note.

8. The proceeds of any foreclosure sale of the property shall be distributed and applied in the following manner:

application for such devices can be submitted regard to the then valid of the original or subsequent to the issuance of the device. Such application shall have power to collect the costs, expenses and profits of said practice during the period of time for which the device is used, as well as during any such period of time, and until such time as such device is no longer used. When Manufactures except for such devices, shall be liable for the necessary expenses for the protection, transmission, control, management and operation of the device, and for the payment of the expenses of the whole or in part of the services rendered by such device, as well as for the payment of the amount of the fee for the use of such device, provided such application for the use of such device, as (A) the deficiency in case of a

10. No action for the enforcement of the Note or of any provision hereof shall be subject to any defense which would not be good and available to the party instituting such an action at law without the note being disputed.

11. Trustee or the Holder 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 "as is" setting, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed.

or to exercise any power herein given unless at such time as there shall be delivered to the trustee by such trustee or to any agent or attorney authorized by such trustee, a copy of the certificate of incorporation of the trustee, and it may require indemnification satisfactory to it before exercising any power herein given.

by Trust Deed shall release this Trust Deed and the liens thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured thereby has been paid, which representation may be made as to each without notice, whereupon such indebtedness shall be released.

but shall describe any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which contains in substance a recital that the release is executed by the original trustee and it has no other power to act, a certificate on any instrument identifying same as the Note described herein and a certificate that the instrument is in accordance with the description herein.

recorded or filed. In case of the non-payment, inability of refusal to act, or death of the holder of the Note and Trust Company, Chicago, Illinois, an Illinois corporation, the holder of record of Deeds of the county in which the premises are located, shall have all the powers and authority as herein given. Trustee and any Trustee or successor shall have the right to reasonable compensation for his services.

This Trust Deed and all instruments hereto shall extend to and be binding upon Mortgagors and all persons and their successors and assigns, and the holder of the Note and Trust Company, and all persons liable for the payment of the indebtedness or any part thereof.

Without the prior written consent of the Holders of the Note, the Mortgagors shall not convey or encumber title to the Premises. The Holders of the Note and

**17.** Without the prior written consent of the Holders of the Note, the Mortgagors shall not convey or encumber title to the Premises. The Holders of the Note shall be entitled to accelerate in the Note for breach of this covenant, and the trustee in such event after actual or constructive notice of such breach shall be entitled as a watered lot or otherwise in any such conveyance or encumbrance.

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 1709 East Delaware - Unit 9315, Chicago, Illinois or if Trustee is 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

ALAN PAUL BROWN

Annex 1

10

© 2009 Pearson Education, Inc.

1000.

[REDACTED]  
ROY FRANCIS

FATAI.

100



**IMPORTANT**

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE BEING BY THIS TIME DATED SHOULD BE IDENTI-  
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

The instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. B/691  
**THE NORTUMBIA TRUST COMPANY,** as Trustee.

*Robert M. Selle*  
Second Vice President

D NAME Northern Trust Co.  
E ADDRESS 50 So. La Salle  
I CITY Chicago, Ill. (60)  
V OR Allen, Roy Frankel  
R  
Y INSTRUCTIONS  
RECORDED OFFICE BOX NUMBER 980

17  
FOR INVESTIGATIVE INDEX PURPOSES  
DO NOT FILE THIS COPY OF ABOVE  
RECORDED PROPERTY TITLE

END OF RECORDED DOCUMENT