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J. K. Kuntz

COOK COUNTY ILLINOIS
FILED FOR RECORD

TRUST DEED '74

SC PI

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 10, 1974, between Richard Himmel and Elinor Himmel, his wife

herein referred to as "Mortgagors," and AMALGAMATED TRUST & SAVINGS BANK

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 Thirty-Two Thousand (\$32,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF Amalgamated Trust & Savings Bank simple and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum including interest from date of disbursement at the rate of

eight-- per cent per annum in installments as follows: Three Hundred Five Dollars and 81/100 Dollars on the 10th day of July, 1974 and a like amount of

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 June, 1979 provided that the principal of each installment unless paid when due shall bear interest at the rate of eight (8%) 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 AMALGAMATED TRUST & SAVINGS BANK 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 agreements herein contained by the Mortgagors to be performed and also in consideration of the sum of One Dollar in hand paid the receipt of which 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 City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS to wit

For legal description see Exhibit "A" attached hereto and made a part hereof.

This document prepared by:
Peter R. Monahan, Esq.
208 S. La Salle Street
Chicago, Illinois

700

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 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, inlaid beds, 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 upon 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

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

Richard Himmel (SEAL) Elinor Himmel, his wife (SEAL)

STATE OF ILLINOIS }
County of Cook } ss. Albert T. Kichler, Notary Public in and for and residing in said County in the State aforesaid (X) HEREBY CERTIFY THAT Richard Himmel and Elinor Himmel, his wife



are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and agreed the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and Notarial Seal this 13th day of June, A.D. 1974

Albert T. Kichler, Notary Public

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Exhibit "B"

Unit No. 4504 as delineated on survey of the following described parcels of real estate (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 1 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. 2241875, 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 18, 1973, and known as Trust No. 45180,

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") made by Granting, and 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 0.13672 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)

AFFIX RIDERS OR REVENUE STAMPS HERE

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Cook County Clerk's Office

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EXHIBIT "A"

In order to provide for the payment of taxes, the undersigned promises to pay monthly, in addition to the above payments, 1/12th of the annual real estate taxes as estimated by the holder hereof, in such manner as the holder may prescribe, so as to provide the current year's tax obligation on the last day of each such year during the term of this obligation. The undersigned promises further to pay monthly pro rata share of all assessments, future hazard insurance premiums, and any other charges as may accrue against the property securing this indebtedness. If the amount estimated to be sufficient to pay said taxes, insurance, assessments and other charges is not sufficient, the undersigned promises to pay the difference upon demand. The said sums are hereby pledged together with any other account of the undersigned in the holder's bank to further secure this indebtedness and any officer of the bank is authorized to withdraw the same and apply hereon.

22 752 993

Property of Cook County Clerk's Office

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 buildings or improvements now or hereafter on the premises which may be damaged or destroyed... (2) keep said premises in good condition and repair without waste and free from mechanics' liens... (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof... (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 the requirements of law or municipal ordinance with respect to the premises and the use thereof... (6) make no material alterations on 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 charges, fire charges and other charges against 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 moneys 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 policy to be attached to each policy and shall deliver all policies, including additional and renewal policies, to holders of the note and cause of insurance about to expire shall deliver renewal policies not less than ten days prior to the respective date of expiration.

4. In case of default therein Trustee or the holders of the note may but need not make any payment or perform any act or render any aid required of Mortgagors in form and manner deemed expedient and may but need not make full or partial payments of principal or interest on, or pay encumbrances if any and purchase discharge, compromise or settle any tax lien or other prior lien or title or claim thereof or redeem from any tax sale or foreclose 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 attorneys' fees and any other moneys advanced by Trustee or the holders of the note, to protect the mortgaged premises and the lien hereof plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum 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 hereby authorized relating to taxes or assessments may file a second or any bill statement or estimate procured 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, foreclosure, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned both principal and interest when due according to the terms thereof. At the option of the holder of the note and without notice to Mortgagors all unpaid indebtedness secured by this Trust Deed shall constitute a lien on the premises and on the proceeds of the sale of the premises and shall be immediately due and payable in the case of default in making payment of an 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 here 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 and proceed in any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in 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 attorneys' fees, Trustee's fees, appraiser's fees, surveyor's fees, documentary and expert evidence, stenographers, charges, publication costs and costs which may be estimated as to items to be expended in the prosecution of proceedings for procuring all such abstracts of title, title searches and examinations, guaranties, mortgages, certificates, and similar legal and insurance with respect to title as Trustee or holders of the note may deem to be reasonable necessities and to prosecute such suit or to defend or bidders at any sale which may be had pursuant to such decree the true condition of the title to the value of the premises. All expenses of the nature in this paragraph mentioned shall become a part of the indebtedness secured hereby and shall be 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 (a) or (b) proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff claimant or defendant, or (c) of this trust deed or (d) proceedings for the summary judgment of any suit for the foreclosure hereof or (e) of this right to foreclose whether or not actually commenced, or (f) preparations 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, an amount of all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph herein to and as other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note with the interest thereon as herein provided; third, all principal and interest remaining unpaid on the note fourth, any surplus to Mortgagors. The trustee or holder of the note 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 wishes or objection of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same are then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to receive the rents, issues and profits of said premises during the pendency of such foreclosure and sale, in case of a sale and a deficiency during the full statutory period of redemption whether there be redemption or not as well as during any further time when Mortgagors except for the intervention of a receiver would be entitled to collect such rents, issues and profits and all other powers which may be necessary or appropriate for the proper 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 whole or in part to the payment of the indebtedness secured hereby and the receiver shall be authorized to make such application as is made prior to foreclosure sale. (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any proceeds hereof shall be subject to an defense which would not be available to the party interposing same in an action at law upon the note here secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and to cause the same to be appraised for that purpose.

12. Trustee has no duty to examine the title location existence condition of the premises nor shall Trustee be obligated to examine the title deed or to exercise any power herein given unless expressly obligated to do so in the terms hereof nor shall Trustee be liable for any loss or damage hereunder except in case of his own gross negligence or misconduct or that of his assistants, employees, or agents or those of the persons herein designated to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that the 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 a person who shall either before or after maturity thereof produce and exhibit to Trustee the receipt representing that all indebtedness hereby secured has been paid which representation Trustee may accept as true without inquiry. Where a release is requested by a person who is not a party to this trust deed, Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a party to this trust deed or which contains the description herein contained of the note which it purports to be, and which purports to be executed by the person designated as the makers thereof and where the release is requested of the original trustee and it has never executed a certificate on this matter identifying same the note described herein it may accept as the genuine 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 or refusal to act of Trustee the then Recorder or Registrar of Titles in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical 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 words "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby and all persons who have executed the note of this Trust Deed.

16. TAKE NOTICE: The holder of the note secured by this Trust Deed at its sole option reserves the right to alter, modify or renew the note secured hereby at any time and from time to time for an amount up to and including the amount of the original note secured hereby. Notwithstanding the provisions for repayment provided for on the reverse side hereof, this Trust Deed shall remain a lien upon the real estate described hereunder for the amount of the original principal due on the note secured hereby until this Trust Deed shall be released or recorded by the Trustee hereunder. The intent of any extensions, modifications or renewals Extension Agreements shall not be necessary and need not be filed.

For additional provisions see Exhibit "A" attached hereto and made a part hereof.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD
D E L I V E R Y INSTRUCTIONS
NAME Peter R. Morahan
STREET 208 So La Salle
CITY Chicago, Ill. Suite 1010
OR 60604
RECORDER'S OFFICE BOX NUMBER 533
AMALGAMATED TRUST & SAVINGS BANK, Trustee
FOR RECORDERS INDEX PURPOSES
STREET ADDRESS OF AREA DESCRIBED PROPERTY HERE

22 752 993

END OF RECORDED DOCUMENT