UMIT 1

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This Indenture, made at Chicago, Illinois, this

28th

day of

Robert George Williamson and Ruth C. Williamson, his wife, of New Canasn, Pairfield

TO DESCRIPTION OF THE PROPERTY OF THE PROPERTY

hereinalier sometimes called the Grantor(s), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly authorized to accept and execute trusts, and having its principal office in Chicago, Cook County, Illinois, as Trustee, hereinafter sometimes called the Trustee,

Mitneggeth:

Whereas, the said

Robert George Williamson and Ruth C. Williamson, his wife

Lere'r ann called the Maker(s), are Justly indebted to the legal holder of that certain principal promissory note, the identity of which is evic vice is the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of and is due and , asy bie as follows: in installments as provided in said note, with final payment of principal and interest due, if not sooner , 1899 . paid on Septemier 1

To further securr the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the first day of each month commencing Oct ober 1 ,1974, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real state taxes, special assessment levies and preperty insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allowers of interest, for application to ward payment of taxes, special assessment levies, or noteholder, without any allowers of interest, for application to assertation the correctness of or to obtain the tax, special assessment levies or insurance bille, or "Ind". The payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of dem and therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when such shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and pocial) or any year, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the provisions contained in this text deed or in the note secured hereby, the holder of the note may at its option, without being required to do so, apply any moneys at it a tim on deposit on any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may size. When the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the more gard premises.

The Note secured by this Trust Deed is subject to propagation in accordance with the terms thereof.

Migretts, said note boars interest from September 1, 1, 274 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all pay nonts () principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and herein: "or provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful money of the United Stuces. I America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the local higher thereof may from time to time appoint in writing.

Now, Cherefore, for the purpose of securing the payment of the pri circl of and interest on the note and the performance of the covenants and agreements herein contained to be performed by the Grantor(r), and in further consideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(e) hereby convey(s) and warrant(s) unto the frue be a following described real estate situated in the County of Cook and State of Illinois, to wit:

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TOTAL TOTAL

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RIDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED JUNE 28, 1974

EXECUTED BY ROBERT GEORGE WILLIAMSON AD RUTH C, WILLIAMSON, HIS WIFE

Unit Number 27D, as defineated on survey plat of Lot 14 (except the South 5 feet thereof) and al' of Lots 15, 16, 17, 18 and 19 and the South 20 feet of Lot 20 in Potter P lmer's Resubdivision of Lots I to 22, inclusive, in Block 4 of Catholic Nini, of Chicago's Lake Shore Drive Addition to Chicago, being a Subdivisi, of the North 18, 83 chains of fractional Section 3, Township 39 North, Range 14, East of the Third Principal Maridian, in Cook County, Illing's, challed "Parcel"), which Survey plat is attached as Exhibit "A" to D claracion of Condominium made by American National Bank and Trust Company a Chicago, a national banking association, not personally, but as Truster, wider Trust Number 29440, and recorded in the Office of the Record of Cook County, Illinois, as Document 21,361,283, and Amendment to a id Jeclaration recorded as Document 21,531,776 &re-recorded as Document 2.,981,042;

Together with an undivided .50% interest in sail Fircel (excepting from said Parcel all the property and space comprising all of the Units thereof as defined and set forth in said Declaration of Condominium and Amendment to said Declaration and Survey plats).

Mortgagor also hereby grants to mortgagee, its successive and assigns, as rights and easements appurtenant to the above described rull estate, the rights and easements for the benefit of said property sit forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration he same as though the provisions of said Declaration were recited and stipulated at length herein.

Said grantors covenant and agree to comply with and perform all of the covenants and agreements imposed on them as owners of the above described real estate by the aforesaid Declaration of Condominium ownership, including but not limited to the prompt payment of all assessments imposed upon them or upon said real estate by the Lake Shore Condominium Association, or its successors described in said instruments.

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See Rider attached hereto and made a part hereof.

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together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances thereunto belonging or in anywise appertaining, all buildings and inprovements now located thereon or which may hereafter be placed thereon, the rents, issues and profits thereof (which are hereby expressly assigned to the Trustee), and all apparatus and features of every kind and nature whatsoever, uting heat, light, air, power, water, ventilation, air conditioning, or refrigents (whether single units or centrally controlled), all screens, motors, sinks, bathtubs, carpets, floor coverings, window shades and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, including inventory equipment, in, or that may be placed in, any building or improvement now or hereafter standing on said land, it being expressly understood and agreed by the parties hereto that all of the foregoing items of property (and all substitutions therefor or additions thereto) are necessary, indispensable and especially adapted and appropriate to the use and operation of said premises and constitute an interaction of said real estate, and that all of the earne are hereby conveyed, assigned and pleaged, or intended so to be, and shall be deemed real ease that only the provenents with said.

UNOFFICIAL COPY

On Haur and On Hold the mortgaged premises and property unto the Trustee, its successor or successors in trust and the forever, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving all rights of the Grantor(s) under and by a of the Homestead Exemption Lews of the State of Illinois in and to the premises hereby conveyed.

In consideration of the premises and for the better securing of the payment of said principal sum, interest, and of all other indebtedess by secured, the said Grantor(s) and the Maker(s) hereby covenant(s) and agree(s) to and with the Trustee, for the use of the legal holder ald note, as follows:

In consideration of the premises and for the better securing of the payment of said principal sum, indrest, and of all other indebtedes hereby secured, the said grantor(s) and the Maker(s) hereby covenant(s) and spree(s) to and with rustee, for the use of the legal holder of said note, as follows:

To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof, and, upon demand by the Trustee, or noteholder, to axhibit receipts therefor; odly days after the same shall become due under the ordinances, requirements or regulations of the municipality in which the real estate described herein is situated, all water charges against said premises, and, upon demand by the Trustee, or the noteholder, to exhibit receipts therefor; not to allow any building erected on said premises for emann unfinished, nor do, nor permit to be done upon said premises, anything that might impair the value thereof, or the security intended to be effected by virtue of this instrument; and in case of the faiture of the Grantor(s) so to pay taxes, water charges, or special assessments, or to keep the mortgaged property in good repair and in a completed condition free from any liens thereon, then the Trustee or the legal holder of the note may pay such taxes, water charges, or special assessments, or redeem said premises, or other lems thereon, then the Trustee or the legal holder of the note may pay such taxes, water charges, or special seasosments, or redeem said premises, or pay out any other sum or sums necessary for the protection, enforcement, or complete any unfinished building on said premises, or pay out any other sum or sums necessary for the protection, enforcement, or collection of this security, and any and all moneys paid for any such purpose, with interest thereon from the respective dates of payment at the accordance of the payment of the payment of the same by any and all the paid out of the rents and proceeds of said of said premises

As additional security for the payment of the aforesaid indebtedness, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time during the continuance of said indebtedness, insured against loss or or damage by fire with extended coverage endorsement for the full insurable value. I said it lidings and fixtures that may be upon the said premises at any time during the continuance of said indebtedness, insured against loss or or damage by fire with extended coverage endorsement for the full insurable value. I said it lidings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insuran, a including war damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible in merce or empendes to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies anal be deposite. Wift the Trustee or noteholder. Any renewal policies shall be deposited with the Trustee or noteholder not less than 10 days before the expiration date of the prior policy being renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above provided onen the Trustee or the noteholder may procure such insurance for a term not to exceed five (3) years, and all moneys paid therefor, which is the said of the provided of the provided in the provided of the provided or the provided of the provided or the provided or the said of the provided or any development of the provided or the

and empowered to collect the same, with or without suit, and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and compromise, in its discribent and the policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releasts, and there papers; and all insurance money recovered shalf be forthwith applied by the Trustee, as it, or the legal holder of said pricipal n. to, may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings an. fixtures unamaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days are receipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or testoration of r. d. b. lidings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with said to the end of the payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, and retired scrifticates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And if the Grantor(s) shall fail to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or notholder a recombination of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and fix rese under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder of the restoration, with interest thereon from the respective dates of payment thereof at the rate of eight per cent (6%) annu rily shall become so much additional indebtedness secured by this trust deed and shall be included in an

so much additional indebtedness secured by use trust deed and shall be taken by condemnation, the Truste is hereby empowered to c illect at a receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taken or for di mages of any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the noteholder name set to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the series conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurance moneyers.

It is further covenanted and agreed that, in case of default in making payment of said note, or any installment due in accordance with the terms thereof, either of principal or interest, or of any breach by the Grantor(s) of any of the covenants or agreements herein, then the whole of the indebtdness hereby secured, including the principal sum and all accrued interest thereon, shall at once, at the option of the Trustee or the legal holder of said principal note, become immediately due and payable, without notice to the Grantor(s), with like effect as if the same had then matured by express terms.

as if the same had then matured by express terms.

Upon any such breach the Grantor(s) hereby waive(s) all right to the possession, income, and rents of said premises, and thereupon it shall be lawful for the Trustee or noteholder, and the Trustee or noteholder, and each or either of them, is hereby expressly authorized and empowered to enter into and upon and take possession of the premises hereby conveyed, to lease the same, collect and receive all the rents, issues, and profils thereof, and apply the same, less the necessary expenses for collection thereof, for the care, operation, and preservation of said premises, including the payment of Trustee's tees, insurance premiums, costs of operation of said premises, taxes, assessments, interest, penalties and water charges, or at the election of the Trustee or noteholder, in its only all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that upon any such breach, the legal holder of said principal note, or the Trustee for noteholder, in its open any such breach, the legal holder of said principal note, or the Trustee for his benefit, shall have the right to immediately foreclose this trust deen, and upon the filling of any bill for that purpose, the court in which such bill is flied may at once, or at any time thereafter, either before or after foreclosure sale, and without notice to the Grantor(s), or to any party claiming under said Grantor(s) and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons then liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises or whether the same shall then be occupied, in whole or in part, as a homesteed by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceeding, appoint a receiver for the benefit of the holder of the indebtedness secured hereby, with power to take possession, charge, and control o

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RIDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED JUNE 28, 1974 EXECUTED BY ROBERT GEORGE WILLIAMSON AND RUTH C. WILLIAMSON, HIS WIFE

Mortgagors do further covenant and agree that they will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagors without the advance written consent of the mortgagee or its assigns, the mortgagee or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable.

GRACE M WATT
GRACE M WATT
NOTATY Public, State of New York
No. 41-4171895
Qualified in Queens County
County on Expires March 30, 1975 GSA, My Public, No. 41.
No. 41

West Dency Millianson
Robert George Williamson

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thereon insured and in good repair, and to collect all the rents, issues, and profits of said premises during the pendency of such foreclosure sult, and, in case of foreclosure sale and a deficiency, during the full statutory period of redemption; and the court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his solicitor to be allowed by the court, in payment (in whole or in part) of any or all of the following items; (1) amount due upon the indebtedness secured bereby, (2) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance premiums or repairs, as afore-said, upon the improvements upon said premises, or (4) taxes, special assessments, water chages, and interest, penalties and costs, in connection therewith, or any other lien or charge upon said premises that may be or become superior to the lien of this trust deed, or of any decree foreclosing the same.

It is further expressly covenanted and agreed by the Grantor(s) that, in case of foreclosure of this trust deed in any court of law or equity, or the commencement of foreclosure proceedings or preparation therefor, all expenses of every kind paid or incurred by the Trustee or noteholder in or about the enforcement, protection, or collection of this security, including reasonable Trustee's fees, attorney's fees, and stenographer's fees of the complainant in such proceedings or preparation therefor, and also all outlays for documentary evidence and the cost of a complete abstract of title to said premises, and for an examination or opinion of title for the purpose of such foreclosure, shall be paid by the Grantor(s), and that all similar fees, costs, charges, and expenses paid or incurred by the Trustee, or by any holder of all any part of the Indebtedness secured hereby, in any other suit or legal proceeding in which any or either of them shall be or be made a garty by reason of this trust deed, shall also be paid by the Grantor(s) and that all such fees, costs, charges and expenses, shall constitute so much additional indebtedness secured by this trust deed, and shall be allowed in any decree of foreclosure herefol. No proceeding to foreclose this trust deed, whether decree of foreclosure shall have been entered therein or not, shall be allowed fees, shall have been paid.

There shall be included in any decree foreclosing this trust deed and he paid out of the reals, or out of the proceeds of any sale made.

There shall be included in any decree foreclosts of suit, including trustees, atmorted s, and stendgrapher a feet, shain have been paid on the process of the proceeds of any sale made in pursuance of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stenographer's and trustee's fees, outlays for documentary evidence and cost of said abstract and examination or opinion of title; (2) all the moneys adverted by the Trustee, or by the noteholder, for any purpose authorized in this trust deed, with interest on such advances at the rate of eight er or it (8%) annually; (3) all the accrued interest remaining unpaid on the indebtedness bettey secured; and (4) all of adid principal to the indebtedness had been such as a such as a

The Gra. or/s) and the Maker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on a of the principal if use is class hereby secured, unless such payment shall have been endorsed on said principal note at the time of the same, and ".et r ".one fide innocent noteholder, taking before maturity, shall be effected as to the benefit of this security by any or matters of defer use v lich may exist in favor of any party interested against any prior holder of the note held by such noteholder.

The word "note solver," wherever used herein, means the holder or holders of said principal note.

The word "note "out" wherever used herein, means the holder or holders of said principal note.

It is expressly agreed he "he parties hereto that in case the State of illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evider use of indebtedness secured by mortgage or trust deed of real estate, or in case the laws of lillinois now in force relating to taxes on trust deed s., or ages, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a resum of which the Trustee, mortgages, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of "" tax, then and in any such event the Grantor(s) will pay to the Trustee or noteholder, within thenty (20) days after written notice the oft, it is amount of any such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby secured sh. II, at the option of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) hall not be required to pay any such tax in excess of an amount which, when added to the interest and other charges to be paid by the Grantor(s), we all exceed the maximum lawful interest rate allowed in the State of Illinois.

It is further covenanted and agreed the "the virtue signs, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and in one of them as exclusive of the others, or or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and obt, satir, a "rein contained, and all rights hereunder shall run with the land heroby conveyed and shall extend to and bo binding upon, and inure or "henefit of the heirs, executors, administrators, successors, and assigns of the respective parties heroto, provided always that neither as I Trustee nor the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, exce it in car" its, his, or their own great snelligence or misconduct. No delay or omission to exercise any right or power accruling upon any defir at con "nuing as aforesald shall impair any such right or power or shall be construed to be a valver of any such default or acquiescence eroin, indevery such right and power may be exercised from time to time as often as may be deemed expedient.

The Trustee or the noteholder shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

In case said Continental illinois National Bank and Trust Company of which to shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a majo and of its assots, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virue of such successorahip, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon forthwin, and by this instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any thing therefore or conveyance. The Trustee shall be artitled to reasonable compensation for any and all sots performed hereunder, including the release of this trust deed.

The Trustee at any time acting hereunder may reaign or discharge itself of arturom the trust hereby created by a resignation in g filled in the Office of the Recorder or Registrar of Titles of the county in which this instrument shall have been recorded or filled.

In case of the resignation or refusal to act of the Trustee at any time acting hereunder, hen and in such event and in the following order (1) Chicago Title and Trust Company, an illinois Corporation, and (2) the Recorder of L eds of "a county in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under" is "rust deed, with identical powers and suthority, and the title to said premises shall thereupon become and be vested in such successors in "us." respectively, for the uses and purposes aforesaid.

If any Grantor is a corporation it hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditor and Grantor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

See Rider(s) attached hereto and made a part hereof.

Witness, the hand(s) and seal(s) of said Grantor(s) the date first above written.

Robert Seorge Williamson Withan

Ruth C. Williamson

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THIS INSTRUMENT WAS PREPARED BY ROBERT H. WEITZMAN 231 SO. LA SALLE ST. CHICAGO, ILLINOIS 60693 STATE OF ILLINOIS | 88.

public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named Robert George Williamson and Ruth C. Williamson, his wife

are nally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed,

and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Silven under my hand and notarial seal, this $\stackrel{>}{\sim}$

Grace In It att

GRACE M. WATT
Notery Public, State of New York
No. 41-4171895
Qualified in Queens County
Commission Expures March 30, 1975

LOAN No. 122304

Trust Beed

ROBERT GEORGE WILLIAMSON AND FORTH

C. WILLIAMSON, HIS WIFE

Register No. 11744

hicago, Illinois. July 3 19 7 4

The principal note described in within trust deed

the principal note described in within trust deed has this day been identified by the undersigned by an endorsement thereon.

Continental Illinois National Bank and Crust Company of Chicago

Truck Officer

То

Continental Illinois National Bank and Crust Company of Chicago

BO+302

J. M. BUCHHAAS
Real Estate Department

Continental Illinois Lational Bank and Trust Company of Chicago CHICAGO, ILLINOIS

ADDRESS OF PROPERTY: 1440 NORTH LAKE SHORE DRIVE UNIT # 27D CHICAGO, ILLINOIS 60610

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END OF RECORDED DOCUMENI