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TRUST DEED - Short Form  
(Ins. and Recorder)

FORM No. 8-1  
JANUARY, 1968

22 801 473

GEORGE E. COLE\*  
LEGAL FORMS

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THIS INDENTURE, made this 25th day of April 1974,  
between KENNETH E. RATHKE AND FRANCES T. RATHKE, his Wife  
of the City of Chicago, County of Cook  
and State of Illinois, Mortgagor, FIRST NATIONAL BANK OF SKOKIE  
and FIRST NATIONAL BANK OF SKOKIE, A National Banking Association  
existing under the laws of the United States of America,  
of the Village of Skokie, County of Cook  
and State of Illinois, as Trustee,

THIS INSTRUMENT WAS PREPARED BY  
Dorothy Brauer  
221 E. BANKERS BUILDING  
SKOKIE, ILLINOIS 60076

WITNESSETH THAT WHEREAS, the said KENNETH E. RATHKE AND FRANCES T. RATHKE, His  
Wife are justly indebted upon one installment principal note/ in  
the sum of Twenty-Nine Thousand Six Hundred and 00/100 (\$29,600.00) Dollars,

Payable as follows: Two Hundred Twenty-Three and 59/100 (\$223.59) Dollars on the 20th  
of August, A. D., 1974 and Two Hundred Twenty-Three and 59/100 (\$223.59) Dollars on the  
20th day of each and every month thereafter until said principal sum and interest have  
been fully paid, each payment to be first applied to payment of interest and the  
balance on account of principal, providing that the final payment of principal and  
interest, if not sooner paid, shall be due and payable on the 20th day of July, A. D.,  
1993 which said monthly payments include

with interest at the rate of 7 3/4 per cent per annum, payable monthly, said Note

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~~with said note~~ bearing even date herewith and being payable to the order of FIRST NATIONAL BANK OF SKOKIE

at the office of FIRST NATIONAL BANK OF SKOKIE, SKOKIE, ILLINOIS  
or such other place as the legal holder thereof may in writing appoint, in lawful money of the United States, and  
bearing interest after maturity at the rate of seven percent per annum, the then highest legal rate of  
interest.

Each of said principal notes is identified by the certificate of the trustee appearing thereon.

NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by the said note evi-  
denced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be per-  
formed, and also in consideration of the sum of ONE DOLLAR in hand paid, does CONVEY AND WARRANT  
unto the said trustee and the trustee's successors in trust, the following described real estate situate in the  
County of Cook and State of Illinois to wit:

Unit No. 4614 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 Trustee's  
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 Trustee's 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 .10220 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.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the  
Declaration, the Deed, the Declaration of Zoning Restrictions and the Operating Agreement, the same as though the  
provisions of the aforesaid documents were recited and stipulated at length herein.

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Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land, and all the estate, right, title and interest of the Mortgagor of, in and to said land, hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and purposes, and upon the trusts herein set forth.

And the Mortgagor does covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay all taxes and assessments levied on said premises as and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer neither mechanics or material men, or other claim, to attach to said premises; to pay all water taxes thereon as and when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon said premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or the legal holder of said note or notes, against loss or damage by fire for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with trustee as additional security hereunder and upon failure to so secure and deposit such insurance policies, said trustee or the trustee's successors in trust, or the legal holder of the note or notes, is hereby authorized to procure the same, and all moneys which may be advanced by said trustee or the trustee's successors in trust, or by the legal holder of said note or notes, or any of them for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any manner protect the title or estate hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including attorneys' fees, shall with interest thereon at seven per cent per annum, become so much additional indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said trustee or the trustee's successors in trust, or the legal holder of said note or notes, to so advance or pay any such sums as aforesaid.

In the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any note or notes secured hereby, or in case of default in the payment of one of the installments of interest thereon, and such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable; such election being made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness, or any part thereof, or said trustee or the trustee's successors in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a complaint for that purpose, the court in which such complaint is filed, may at once and without notice appoint a receiver to take possession or charge of said premises free and clear of all homestead rights or interests, with power to collect the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disbursements and all the cost of such proceedings have been paid and out of the proceeds of any sale of said premises that may be made under such decree of foreclosure of this trust deed, there shall be paid, First: All the costs of such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, outlays for documentary evidence and costs of such abstract and examination of title. Second: All moneys advanced by the trustee or the trustee's successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorized in this trust deed, with interest on such advances at seven per cent per annum. Third: All the accrued interest remaining unpaid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid. The overplus of the proceeds of sale shall then be paid to the Mortgagor or to his legal representatives or assigns on reasonable request.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the Mortgagor's part, the Mortgagor hereby waives all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

AND THE Mortgagor further agrees that in case of a foreclosure decree and sale of said premises thereunder, all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note or notes herein described is protected by such policies.

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements hereinbefore made by the Mortgagor, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in trust to the Mortgagor upon receiving reasonable charge therefor, and in case of the death, resignation,

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~~of record~~ County or other inability to act of said trustee, when any  
CHICAGO TITLE AND TRUST COMPANY  
action hereunder may be required by any person entitled thereto, then CHICAGO, ILLINOIS

hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said trustee.

"Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness, or any part thereof, or of said certificate of sale and all the covenants and agreements of the Mortgagor herein shall extend to and be binding upon Mortgagor's heirs, executors, administrators or other legal representatives and assigns.

Parties of the first part, jointly and severally further covenant and agree:

- That they will pay each month, in addition to the principal and interest, as one monthly payment, an amount equal to 1/12 of the annual taxes, and special assessment installments, if any, and premiums for insurance for fire and other hazards to protect the party of the second part, which sum is to be held by holder of Note to pay said items when due, and the party of the first part further agrees to secure said bills and deliver them to holder of Note; the holder of the Note shall not be obliged to obtain said bills; nor to advance any funds beyond those it holds, and it shall have sole discretion in their allocation and payment, and it shall have the right to pay bills for the above as rendered;
- That they will not pay more than 20% of the original amount of the Note secured by this Trust deed in any one year, computed from the anniversary date of the Note, unless a compensatory premium be paid holder of Note of 2% of the amount exceeding the above 20% when such prepayment is made, and this right shall not be cumulative;
- They will not sell the property herein conveyed nor make any conveyance of the title of said property, nor in any way effect a change of ownership while any part of the indebtedness secured hereby is not fully paid, and in the event they do so, such act shall cause the entire sum due holder of the Note secured hereby shall then become due and payable, at sole election of holder of Note.

WITNESS the hand and seal of the Mortgagor, the day and year first above written.

Ernest E. Rath (SEAL)

Frances J. Karabe (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

The note or notes mentioned in the within trust deed have been

identified herewith under Identification No. 3704

FIRST NATIONAL BANK OF SKOKIE

BY: Joseph P. Patis  
Trustee

Assistant Secretary

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STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, \_\_\_\_\_ the undersigned \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH E. RATHKE AND FRANCES T. RATHKE, His Wife

\_\_\_\_\_ personally known to me to be the same persons whose names are 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, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

\_\_\_\_\_ hand and notarial seal this 27th day of April, 1974



Florence J. Petella  
Notary Public

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

AUG 1 '74 3 00 PM

Richard H. Olson  
RECORDER OF DEEDS

\*22801473

**Trust Deed**  
Insurance and Receiver

KENNETH E. RATHKE AND

FRANCES T. RATHKE, His Wife  
TO

FIRST NATIONAL BANK OF SKOKIE

SKOKIE, ILLINOIS

ADDRESS OF PROPERTY:

175 East Delaware Place

Chicago, Illinois

BOX 533

MAIL TO:  
FIRST NATIONAL BANK OF SKOKIE  
8001 Lincoln Avenue  
Skokie, Illinois

GEORGE E. COLE  
LEGAL FORMS