

# UNOFFICIAL COPY

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*6-1967*  
*26-1-71*  
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*Elroy K. Johnson*

RECORDED IN  
COOK COUNTY

FEB 7 12 27  
FEB-7-75

944744 • 22991195 • A — Rec

6.00



## TRUST DEED

22 991 195

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made January 31 19 75. between

RONALD L. EISENBERG AND MARIT EISENBERG, his wife  
herein referred to as "Mortgagors," and  
CHICAGO TITLE AND TRUST COMPANY

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,  
said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

FOURTY FOUR THOUSAND AND NO/100-----(\$44,000.00)----- Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest  
from date of disbursement on the balance of principal remaining from time to time unpaid at the rate  
of as provided in Instalment Note per cent per annum in instalments (including principal and interest) as follows:

Three hundred seventy six and 81/100 (\$376.81) OF more 15th day  
of March 19 75 and Three hundred seventy six and 81/100 Dollars

on the 15th day of each MONTH thereafter until said note is fully paid except that the final  
payment of principal and interest not so paid, shall be due on the 15th day of February 2000  
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 9.50 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, the at the office of AMERICAN NATIONAL BANK AND TRUST COMPANY  
in said City, OF CHICAGO

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 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 the right, title and interest therein, situate, lying and being in the  
County of COOK AND STATE OF ILLINOIS,  
to wit: City of Chicago

Unit number 300 as delineated on survey plat of Lot 14 (except the  
South 5 feet thereof) and all of Lots 15, 16, 17, 18 and 19 and the South  
20 feet of Lot 20 in Potter Palmer's Resubdivision of Lots 1 to 22, inclusive,  
in Block 4 of Catholic Bishop of Chicago's Lake Shore Drive Addition to  
Chicago, being a Subdivision of the North 18.83 chains of fractional Section 3,  
Township 39 North, Range 14, East of the Third Principal Meridian, in Cook  
County, Illinois, (called "Parcel"), which Survey plat is attached as Exhibit "A"  
to Declaration of Condominium made by American National Bank and Trust Company  
of Chicago, a national banking association, not personally, but as Trustee,  
under Trust Number 29440, and recorded in the Office of the Recorder, of Cook  
County, Illinois, as Document 21,361,283, and Amendment to said Declaration  
recorded as Document 21,531,776 and re-recorded as Document 21,981,047, together  
with an undivided .50% interest in said Parcel (excepting from said Parcel) all  
the property and space comprising all of the Units thereof as defined in said  
forth in said Declaration of Condominium and Amendment to said Declaration and  
survey plats):

Property of Chicago Title and Trust Company

22 991 195

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Property of Cook County Clerk's Office

22991195

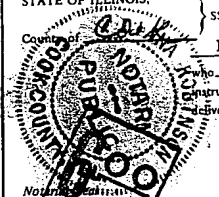
which, with the property hereinafter described, is referred to herein as the "premises,"  
 TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled 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, indoor 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 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.

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 B. .... and seal .S. .... of Mortgagors the day and year first above written.

..... [ SEAL ] Ronald L. Eisenberg [ SEAL ]  
 ..... [ SEAL ] Marit Eisenberg [ SEAL ]

STATE OF ILLINOIS,  
 SS. D. ROBINSON  
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
 County of COOK Ronald L. Eisenberg and Marit Eisenberg, his wife  
 who are personally known to me to be the same persons whose name is 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.  
 Given under my hand and Notarial Seal this 5th day of February, 1975  
Diana Robinson Notary Public



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REVERSE SIDE OF THIS TRUST DEED:

1. Mortgagors shall: (1) promptly repair, restore or rebuild any buildings or improvements now or in the future on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair without waste and free from incumbrances 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 greater lien to Trustee or to holders of the note; (4) comply 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 ordinances 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.
2. Mortgagors shall pay before any finally 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 **and extended coverage** against fire, lightning or windstorm under policies providing for payment by the insurance companies of amounts sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all as companies 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 clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, extinguish, or waive any tax lien or other prior lien or title or claim thereon or redeem from any tax sale or forfeiture 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 expenses to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of 9.50 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. The Trustee or the holders of the note, hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, 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 hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed 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 Mortgagors herein 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 thereon. 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, outlay for documentary and report evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances for respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph provided shall become due and payable, with interest thereon at the rate of 9.50 per annum, immediately upon the date of the decree for sale, and shall be a part of the indebtedness secured hereby. Probate and bankruptcy proceedings to which either of them shall be a party, either as plaintiff, defendant or accretant, by reason of this trust deed or any indebtedness hereby secured, shall not constitute a bar to the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced in preparation 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 sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof are to be paid to holders of the note; third, all principal and interest remaining due on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, at their rights may appear.
9. Upon or after the date of filing of 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 notice, with respect to the sovereignty or insolvency of Mortgagors at the time of application for such receiver, and as such receiver, the receiver of the premises, whether the same shall be then occupied as a homestead or not, and the Trustee hereunder, shall have power to collect the rents, issues and profits of and premises during the pendency of such foreclosure suit, and in case of a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during a further period when Mortgagors exist, for the intervention of such receiver would be entitled to collect such rents, issues and profits, and all other proceeds which may be received or are payable in such cases, for the protection, possession, control, management and operation of the premises during the whole of a period. The receiver, from time to time may, authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby or by a decree foreclosing this trust deed, in any special assessment or other lien which may be or become superior to the lien hereof; or (2) such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.
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 interposing such an action at last upon the note hereby secured.
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be granted for that purpose.
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities sufficient to it before exercising any power herein given.
13. Trustee shall record this trust deed and the lien thereof by proper instrument upon the production of satisfactory evidence that all 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 any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears a serial identification number purporting to be placed thereon by a prior trust instrument, 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 the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the 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 maker thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of resignation, inability or refusal to act of Trustee, the then Recorder or Deed Registrar of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, 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 word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the principal or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
16. In the event the Mortgagors sell or otherwise transfer title to the premises described herein, the note secured hereby shall thereupon become immediately due and payable.

Property

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IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No. CHICAGO TITLE AND TRUST COMPANY, Trustee. By Rosemary MacCoy, Asst. Sec'y / Asst. Vice-Pres.

MAIL TO:

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1440 N. Lake Shore Drive

PLACE IN RECORDER'S OFFICE BOX NUMBER 221

Apt 30 D-Chicago, Illinois

WOMEN