

# UNOFFICIAL COPY

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TRUST DEED

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THIS INDENTURE Made April 17 19 73, between  
Florence Mary Braudy, widow herein referred to as "Mortgagors," and  
HARRIS Trust and Savings BANK,

an Illinois banking corporation having its principal office in the city of Chicago, Illinois, (herein referred to as "Trustee"), witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the installment Note hereinafter described said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of SEVENTY FIVE THOUSAND AND NO/100 Dollars (\$ 75,000.00 ), evidenced by one certain installment 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 on the balance of principal remaining from time to time unpaid at the rate provided in said Note in EQUAL monthly installments with the final payment of principal and interest, if not sooner paid, due on the FIRST day of May 19 73. All monthly payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal and in the event of default in the payment of any amount due thereon, the entire principal amount thereof (whether or not then due) shall bear interest at a rate per annum determined by adding 1% to the rate set forth in said Note or at 8% per annum, whichever is greater, until such default shall be cured.

All payments of principal and interest shall be 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 Harris Trust and 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 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 their estate, right, title and interest therein situated, being and being in the

City of Chicago County of Cook and State of Illinois, to wit:

(M)

## LEGAL DESCRIPTION RIDER

Unit No. 8-17A & 17B as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Development Parcel"): The North 5 feet of Lot 22, Lots 23, 24, 25, 26 and the South 10 feet of Lot 27 in the resubdivision by the Catholic Bishop of Chicago and Victor F. Lawson of Block 1 in the Catholic Bishop of Chicago's Lake Shore Drive Addition to Chicago in the North half of fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by American National Bank and Trust Company of Chicago, as Trustee under Trust No. 22554, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 20694787; together with an undivided 3.0184 % interest in said Development Parcel (excepting from said Development Parcel all the property and space comprising all the Units as defined and set forth in said Declaration and survey).

Mortgagor(s) also hereby grant(s) to Mortgagee, its successor, 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 aforementioned Declaration.

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

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Office

Property of Cook County, Illinois

1. The premises hereinafter described are situated in the County of Cook, State of Illinois, and are bounded and described as follows: ...

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17. The premises hereinafter described are situated in the County of Cook, State of Illinois, and are bounded and described as follows: ...

18. The premises hereinafter described are situated in the County of Cook, State of Illinois, and are bounded and described as follows: ...

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8. The proceeds of any foreclosure 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof are secured under a lien additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagors, their heirs, legal representatives or 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 notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or otherwise during the pendency of such foreclosure suit and, 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 times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rent, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, 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 his hands in payment in whole or in part of: (1) The indebtedness secured hereby or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application 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 provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law 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 permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obliged 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 satisfactory 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 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 genuine Note having been paid any note which bears a description of identification purporting to be executed by a prior trustee hereunder or 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 mortgagors hereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as 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 and filed. In case of the resignation, inability or refusal to act of Harris Trust and Savings Bank, as Trustee, then the Chicago Title and Trust Company of Cook County, Illinois shall be and it is hereby appointed 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 bind and be binding upon Mortgagors and all persons claiming under or through Mortgagors and the world without limitation, when used hereon shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note of this Trust Deed.

16. In order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mortgagors, Mortgagors shall deposit with the holder of the Note or such other person, firm or corporation as the holders of the Note may designate, on each monthly payment date an amount equal to 1 1/2% of the annual taxes and assessments levied against the premises and 1/12th of the annual premium on all such insurance, as determined by the amount of the last available bills. The moneys thus deposited in such tax and insurance reserves are to be held without interest and are to be applied to the payment of such taxes and assessments as the same become due or for renewing insurance policies when the same expire or for paying premiums thereon and in the event any deficit shall exist in the amount of such deposits Mortgagors agree to deposit any amount necessary to make up the deficiency. Nothing in this paragraph contained, however, shall relieve Mortgagors from the performance of any other covenants and agreements contained in the Note, taxes, assessments and insurance premiums. In case of default in payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagors herein contained, the holders of the Note may apply and all such moneys then deposited on account of the indebtedness secured hereby.

Harris Trust and Savings Bank, its duly authorized officers and agents, do hereby sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occurred, and said Bank as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to all the same security and to all the same rights and remedies as are in this Trust Deed given to the holder of the Note with like effect, and said Bank were not the Trustee under this Trust Deed. No merger of the interest of said Bank as a holder of the Note and as Trustee hereunder shall ever be deemed to have occurred or to happen and any actions or remedies provided in this Trust Deed to be taken by the Trustee or the holder of the Note may be taken jointly by the Trustee and any holder of the Note.

Witnesses the hand of \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagors the day and year first above written.

*Florence Mary Braudy*  
FLORENCE MARY BRAUDY

STATE OF ILLINOIS  
County of *Cook* ss.

I, \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid.

DO HEREBY CERTIFY THAT Florence Mary Braudy

who is personally known to me to be the same person  
whose name is subscribed to the foregoing instrument, appeared  
before me this day in person and acknowledged that she  
signed, sealed and delivered the said instrument as her  
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 Notary Seal this  
April A.D. 19 73.

*Nancy K. Olson*  
NANCY K. OLSON  
Notary Public

**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.

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification number **5169**  
HARRIS TRUST AND SAVINGS BANK, as Trustee  
By *[Signature]*  
RECORDING OFFICER

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Shelmy R. Olson*  
SHELMY R. OLSON  
Recorder of Deeds

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