23 751 281

This Indenture, Made this

day of October

, A. D. 1976

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STANLEY HARRISON AND ETHEL HARRISON, HIS WIFE

of the Village of Flossmoor in the County of Cook and State of Illinois hereinafter called "Mortgagor," party of the first part, and THE DROVERS NATIONAL BANK OF CHICAGO, a National Banking Association and having its principal office in Chicago, Illinois, as Trustee as hereinafter specified, hereinafter called "Trustee," party of the second part, WITNESSETH:

THAT, WHEREAS, Mortgagor is justly indebted to the legal holder or holders of the Principal Promissory Instalment Note hereinafter described, in the Principal Sum of

evidenced by the ir one certain Principal Promissory Instalment Note (the identity of which note is evidenced by the certificate the of Trustee), bearing even date herewith, made payable to bearer and delivered, which Principal Instalment Note is payable in instalments as follows.

IN ALLO OF NCE WITH INSTALMENT NOTE OF EVEN DATE SECURED BY THIS TRUST DEED.

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NOW, THEREFORE, Mortgagor for the purpose of securing the payment of the said note and said interest, and the performance of the covenants and agreements herein contained, by Mortgagor to be performed, and in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents Convey and Warrant unto rustee, its successors and assigns, the following described Real Estate, situate, lying and being in the City of Chicago

County of Cook

and State of Illinois, o wit:

Unit 21E as Delineated on Survey of the following described Parcel of Real Estate (hereinafter referred to as 'Parcel'): Lots 19, 20, 21, 22, 23, 24, 25 and 26 in tiork 1 in Potter Palmer's Lake Shore Drive addition to Chicago, said addition being a subdivision of the south part of Blocks 3 and 7 in Canal Trustees' subdivision of South Fractional 1/4 of Section 3, Township 19 or th, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached ar Exhibit 'A'to Declaration of Condominium ownership for the 100 Bellevue Place Condominium Association mad h, American National Bank and Trust Company of Chicago National Banking Association, as Trustee under Trust Agreement dated June 23, 1976and known as Trust Number 38985 and recorded in the office of the Recor'r, of Deeds of Cook County, Illinois as Document No. 23637025 together with an undivided 0.596 per cent Inter on in said Parcel (excepting from said Parcel all the property and space comprising all the Units as defined and set forth in said Declaration and Survey). Commonly known as Unit 21 E 100 East Bellevue Place, Chicago, 17 inois 60611.

Mortgagor also hereby grants to mortgagee, its successors and assigns, all 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, coverant and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and

contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Stipulated at length herein.

To GETHER with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in Anya se appertaining, all buildings and improvements now located or hereafter to be erected on said premises, the rents, issues and profits thereof (whi h rent), issues and profits are hereby expressly assigned, it being understood that the pledge of the rents, issues and profits made in and by this Trus. Deed is not a secondary pledge but is a primary pledge on a parity with the mortgaged property as security for the payment of the indebtedness secure, he b., and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all shrubbery, read, and awnings, screens, curtain fixtures, venetian bilinds, floor covering, storm doors and windows, gas and electric fixtures, radiators, heaters, engin a, rankers, believes, elevators, motors, bathubs, sinks, basins, pipes and faucets, apparatus for supplying or distributing heat, light, water, air cadioning, power, sprinkler protection or refrigeration (including individual unit refrigerators) and all other apparatus and equipment in or that may be ple ed in any building the refrigeration of the real estate, and whether managed or not, shall for the purposes of this Trust Deed be deemed conclusively to be real estate and conveyed hereby, and also all the estate, right, title and interest of Mortgaged property. Or importances and fixtures unto Trustee, its successors and salary.

TO HAVE AND TO MOLD the show described mortgaged premises with said appurtangues and fixtures unto Trustee, its successors and salary.

To HAVE AND TO HOLD the above described mortgaged premises with said appurtenances and fixtures unto Trustee, its successors and assigns forever, for the purposes, uses and trusts herein set forth, and for the security of the said principal note hereinbefore described and the interest thereon, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to the mortgaged property, and all right to retain possession of said premises after any default in the payment of said indebtedness or after any breach of any of the covenants or agreements herein contained.

Mortgagor warrants that said party has unencumbered title in fee simple absolute to the mortgaged premises and full right and power to convey and mortgage the same, and covenants and agrees to execute and deliver, and cause to be executed and delivered, all further assurances of title necessary or by the Trustee deemed advisable to effectuate the first mortgage security hereby intended to be given, when, on reasonable notice, so requested by the Trustee.

Mortgagor covenants and agrees until the indebtedness aforesaid shall be fully paid, to keep said premises in good repair, make all necessary replacements and not to suffer any lien of mechanics or material men to attach to said premises, or do, or permit to be done, upon said premises, anything that might impair the value thereof, or the security conveyed hereby, and in case of the failure of Mortgagor to keep the buildings on said premises anything that might impair the value thereof, or the security conveyed hereby, and in case of the failure of Mortgagor to keep the buildings on said premises and to pay any liens of mechanics or material men or the holder or holders of said principal note, may at its or their option, pay or settle any and all suits or claims for liens of mechanics or material men or any other claims that may be made against said premises, or make repairs to or replacements and all moneys paid for any such purposes and any other moneys disbursed by Trustee, or the legal holder or holders of said principal note, to protect the lien of this Trust Deed, with interest thereon at the rate of legal limit per annum shall become so much additional indebtedness secured by this Trust Deed, and be included in any decree foreclosing this Trust Deed and be paid out of the rents, and proceeds of sale of the lands and premises aforesaid, or either of them, if not otherwise paid by Mortgagor; and it shall not be obligatory to inquire into the validity of liens of mechanics or material men, or into the necessity for such repairs or replacements, in advancing moneys in that behalf as above authorized; but nothing herein contained shall be construed as requiring Trustee or the legal holder or holders of said principal note to advance or expend money for any of the purposes afforcasaid. Mortgagor covenants and agrees that no substantial repairs or remodelling, of the mortgaged premises shall be made unless the written consent of Trustee shall first have been obtained, and Mortgagor shall have therefore, provide

## **UNOFFICIAL COPY**

thereon shall be entered or any ponalty imposed or incurred, all water rates, these, assessments by promptly and before any Judgments for delinquency charged or imposed upon the said precisions or any part thereof rate and a cartaculars, and extraculars, which may be level, assessed, precisions would be it usual, increased by any interest practices will be in usual, increased by any interest practices will be interested by any interest practices will be interested by any interest practices will be interested by any interest practices of the proposed of the control of the proposed of

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In case of preparation to foreclose this Trust Deed, and prior to commencement of the proceedings, or in case, after a complaint is filed for foreclosure of this Trust Deed and prior to the entry of a decree, tender is made of the entire indebtedness due as herein provided, the holder or holders of
said principal note, or the owner or owners of any indebtedness due hereunder, shall be entitled to the control of all expenses incurred in connection
of abstract of title, guaranty policy, or a Torrens certificate, and examination or opinion of title for the purpose of auth foreclosure, and court costs, and
all such expenses shall be so much additional indebtedness secured by this Trust Deed.

In any case in which under the provisions of this Trust Deed the Trustee has a right to institute foreclosure proceedings, Mortgagor agrees to pay
to Trustee, upon its demand, for the benefit of the holders of the note hereby secured and then outstanding, the whole amount then due and payable on
such note for principal and interest, with interest on the overdue instalments of principal at the rate of legal limit per annum, and all of the
sums which may be due hereunder or secured hereby, including reasonable attorneys' fees, and in case Mortgagor shall fail to pay same forthwith, upon demand, Trustee, in its own name, as Trustee of an express trust, shall be entitled to institute proceedings at law in any court of competent jurisdiction to recover judgment for the whole amount so due and unpaid, together with costs and reasonable attorneys' fees. Trustee may institute or file claims
in bankruptcy proceedings to recover the amounts due, may file claims in probate proceedings against any person who may be liable thereon, and may
principal instalment note. No such action shall affect or impair the lien of this Trust Deed or any rights, powers or remedies of Trustee or the holder or
the proceeding of the cotton shall affect or impair the lien of this Trust Deed or any rights, powers or remedies of Trustee or the holder or
the

inks such office steps in law or in equity, in the own name and as Trustee of an express trust, to enforce the collection thereof without possession of and thought of the control of the process of foreclosure of the Truste under any such proceeding a lab in a spirit of the holder or the process of foreclosure of the Trust Ded by Trustee for the beseff of the holder or holders of the principal note secured property and all persons liable on and note. Some of the process of the proce

default.

The covenants, agreements, conditions, promises and undertakings in this Trust Deed contained, shall use of its, his or their own wilful default.

The covenants, agreements, conditions, promises and undertakings in this Trust Deed contained, shall use of the land, shall extend to and be binding upon Mortgagor and any and all persons claiming by, through or under Mortgagor, the same as if they "ore in every case named and expressed, and all the evenants hereof shall bind them, and each of them, both jointly and sealily, and shall insure to the unself of Trustee, its successors and assigns, and of the holders of the principal note. The term "Hortgagor" who had been hall include all persons liable for payment of the indebtedness, or any part thereof, whether or not such persons have executed the note or such Trust Deed.

Except as herein expressly provided to the contrary, no remedy or right herein conferred upon or reserved to the "Trustee, or to the holder(a) of the principal note hereby secured, is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right the remedy or right, but each and every such remedy or right shall be construed to be "waiv r of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time and as often as may be deemed expedient by the Trustee or by the holder(a) of the principal note hereby secured.

The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if such invalid ovenants, phrases, or the principal into the remedy or right and the exercised from the trust Deed shall be construed as if such invalid ovenants, phrases, or the principal note hereby secured.

Trustee herein may at any time resign or disc

of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if such invoid ovenants, phrases, aclauses, sentences or paragraphs had not been inserted.

Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing fired in the office of the Recorder (or Registerar) of the County in which this instrument shall have been recorded (or registered).

Any corporation into which any Trustee, original or successor, under this Trust Deed, may be merged, or with which it may be consolidated, or any corporation into which any Trustee, original or successor, under this Trust Deed, may be merged, or with which it may be consolidated, or any corporation resulting from any merger, reorganization or consolidation to which any Trustee may be a party, or any corporation which the instrument of the consolidation in business to such Trustee, and the successor in the successor in business to such Trustee, and the successor in trust of the successor in trust for the successor in trust of the successor in trust for the succe

In the event the Mortgagors, herein, convey the subject premises, this Trust Deed and Note secured thereby shall become immediately due and payable, notwithstanding any terms herein to the contrary relative to monthly payments or payment on final balance.

IN WITNESS WHEREOF, the Mortgagors have signed and sealed	
first above written.	all on, or as of, the date
(SEA)	L) Stanley Harrison (SEAL)
(SEAI	Ethel Harrison

13125583

## **UNOFFICIAL COPY**

23752281

ghip Odl

State of Illinois State of County of Cook



State of Illinois County of Cook

EVELYN F. ENGELTHALER

a Notary Public in and for said County, in the State aforesaid, do Hereby Certify That
Stanley Harrison and Ethel Harrison

personally known to me to be the same person 5 whose name 5 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 walver of the right of homestead.

GIVEN under my hand and Notarial Seal this

3 7 0L day

Notary Public J

I, a Notary Public in and for said County, in the State aforesaid, do Hereby Certify That
President of

and Secretary
of said corporation, personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such. President and
Secretary, respectively, and personally known to me to be such

Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such officers, respectively, and as the free and voluntary act of said corporate, nor the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this.....

day

23751281

BOX 538

Trust Beed

FOR INSTALMENT NOTE

The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith.

10 - 76 - 76 - 14 R&S N
Register No.

The Drovers National Bank of Chicago

Trustee,

STANLEY HARRISON AND ETHEL HARRISON, HIS WIFE

TC

The Drovers National Bank of Chicago Trustee By Claye Mos

COOK COUNTY, TILINOIS FILED FOR RECORD Mail To Drover National Bank of Chicago 1542 West 474h Street Chicago, all mois 60609 Chicago, all mois 60609 Odw: John J. Keating

This deed prepared by
The Drovers Nat'l Bank

Agorge moonens

ADDITION A COMPANY

END OF RECORDED DOCUMENT