

*K.M.N.D. Re-record*  
TRUST DEED



Unit C

THIS INSTRUMENT WAS PREPARED BY G. R. SCIBOR  
PARK NATIONAL BANK OF CHICAGO  
2958 N. MILWAUKEE AVE.  
CHICAGO, ILLINOIS 60618

23 802 637  
23 707 965

*1300*  
*1300*

64-97-935-

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made October 25, 1976, between SOLON GABRIEL AND TULA GABRIEL, his wife

PARK NATIONAL BANK OF CHICAGO, a National Banking Association herein referred to as "Mortgagors," and ~~TRUST COMPANY OF ILLINOIS~~ doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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

FIFTY THOUSAND AND NO/100 \_\_\_\_\_ 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 October 25, 1976 on the balance of principal remaining from time to time unpaid at the rate of 8.5 per cent per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED THIRTY-THREE AND 92/100 Dollars or more on the 1st day of January 19 77, and FOUR HUNDRED THIRTY-THREE AND 92/100 Dollars or more on the 1st day of each and every month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of December 19 96. 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 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, then at the office of PARK NATIONAL BANK OF CHICAGO 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 situate lying and being in the Village of Lincolnwood COUNTY Of Cook AND STATE OF ILLINOIS, to wit:

23 707 965

Clerk's Office

# UNOFFICIAL COPY

TRUST DEED DATED OCTOBER 23, 1976  
LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

Unit No. 712 as delineated on the survey of the following parcel of real estate (hereinafter referred to as the "Development Parcel"):

That part of the North half (except the South 420 feet and except the west 33 feet taken for Kilpatrick Avenue and the North 40 feet taken for Touhy Avenue) of the East half of the Northwest quarter of the Northwest quarter of Section 34, Township 41 North, Range 13, East of the Third Principal Meridian lying West of the Railroad Right of Way in Cook County, Illinois;

ALSO:

That part of the Westerly 15.0 feet of the right of way of the Chicago and Northwestern Transportation Company in the East half of the Northwest quarter of the Northwest quarter of Section 34, Township 41 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at a point on the Westerly right of way line of the Chicago and Northwestern Transportation Company, said point being 40.0 feet South of the center line of Touhy Avenue; thence Southerly along said Westerly right of way line, 200.0 feet; thence Easterly at right angles to said right of way line, 15.0 feet; thence Northerly parallel with said Westerly right of way line, 196.39 feet to a point 40.0 feet South of the center line of Touhy Avenue; thence West along South line of Touhy Avenue, 15.43 feet to the place of beginning, in Cook County, Illinois;

which survey is attached as Exhibit "A" to Condominium Declaration made by the Exchange National Bank of Chicago, as Trustee under its Trust No. 29514 dated October 15, 1974, recorded in the Office of the Recorder of Cook County as Document No. 23 545366 together with an undivided 1.053 per cent interest in said Development Parcel (excepting from said Development Parcel all of the property and space comprising all of the units thereof as defined and set forth in said Declaration and Survey); and also together with a perpetual easement consisting of the right to use for parking purposes Parking Space(s) No. 3 as delineated on the Survey attached as Exhibit "A" to the said Declaration. 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 aforementioned Declaration.

This mortgage is subject to all rights, easements, restrictions, conditions and reservations contained in said Declaration and in the Condominium Property Act of the State of Illinois, the same as though the provisions of said Declaration and Act were recited at length herein; all building lines, rights, easements, covenants, restrictions, requirements, reservations, limitations and conditions of record, including but not limited to any of the foregoing created or imposed by any recorded deed conveying all or any part of the Development Parcel; taxes for the year(s) 1976 and subsequent years, rights of the public into, over, upon and across all public highways; applicable zoning and building laws or ordinances.

23 707 965

23 802 637

# UNOFFICIAL COPY

Property of Cook County Office

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

COOK COUNTY, ILLINOIS  
FILED FOR RECORD ILLINOIS  
FILED FOR RECORD  
Nov 12 10 39 AM '76  
JAN 27 1 06 PM '77

*Geraldine R. Scibor*  
RECORDER OF DEEDS  
RECORDER OF DEEDS  
\*23707965  
\*23802637

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 Mortgagees 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, inador 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 mortgagees 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 Mortgagees 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

STATE OF ILLINOIS )  
County of Cook ) ss.

I, Geraldine R. Scibor  
a Notary Public in and for and residing in said County, in the  
State aforesaid, DO HEREBY CERTIFY THAT PARK NATIONAL BANK OF  
CHICAGO, a National Banking Association

hereby acknowledges correction in Legal Description of Declaration of  
Condominium Ownership to read recorded as Document No. 23545366.

GIVEN UNDER my hand and Notarial Seal this 17th day of December,  
1976.



23802637

*Geraldine R. Scibor*  
Notary Public

RECEIVED

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

This trust deed (and all the provisions hereof) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hands and seals of Mortgagors the day and year first above written.

\_\_\_\_\_[SEAL] Solon Gabriel [SEAL]  
\_\_\_\_\_[SEAL] Tula Gabriel [SEAL]  
(Solon Gabriel)  
(Tula Gabriel)

STATE OF ILLINOIS }  
County of Cook } I, Geraldine R. Scibor  
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
THAT SOLON GABRIEL AND TULA GABRIEL, his wife -

Solon Gabriel and Tula Gabriel are 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.

Given under my hand and Notarial Seal this 25th day of October 19 76.

Geraldine R. Scibor Notary Public

23 802 637

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

- 1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 prior lien to Trustee or to holder of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty 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 against loss or damage by fire, lightning, or windstorm and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all by 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 hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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; and may, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim therefor, or redeem from any tax sale or foreclosure 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 attorney's 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 compensation 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth therein. 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 procured 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 instalment 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 the lien hereof. 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, outlays for documentary and court 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 with 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 mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations 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 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 items which under the terms hereof constitute secured indebtedness 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 overplus 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 residence or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale, 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 rents, 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: (a) 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; (b) 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 there to shall be permitted 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 receive 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 independent satisfactory title 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

RIDER ATTACHED HERETO AND MADE PART HEREOF TRUST DEED DATED OCTOBER 25, 1976

- 17. Mortgagors further agree that upon default in the payment of any of the said instalments or of any of the obligations evidenced by the Note secured by the Trust Deed, or of any of the covenants or agreements stipulated in this Trust Deed, we shall pay interest at the rate of 9.5 per cent per annum, or such statutory rate in effect at the time of execution, upon the total indebtedness so long as said default shall continue and further agree that upon such default the principal sum above mentioned, or such part thereof as may be unpaid, and any advances made by the Holders of the Note, together with interest as aforesaid, shall, at the option of the Holders of the Note become immediately due and payable, without notice, anything hereinbefore contained to the contrary notwithstanding.
- 18. In lieu of Mortgagee establishing an escrow account or an escrow-like arrangement, Mortgagors hereby pledge an interest bearing savings account with the Mortgagee, an amount sufficient to secure the payment of anticipated taxes and an amount sufficient to secure the payment of anticipated insurance premium payments.
- 19. In the event of a Sale or Conveyance of the property described herein the entire balance remaining unpaid on this mortgage shall become due and payable immediately at option of the Holder of the Note.

Name: CHICAGO TITLE & TRUST CO.  
 Address: 111 W. WASHINGTON ST.  
CHICAGO 2, ILL.  
 City: ESCROW # 5326  
J. J. Davis  
 Form 104 (1-75) 533

Solon Gabriel  
 (Solon Gabriel)  
Tula Gabriel  
 (Tula Gabriel)

23 802 637

23 802 637

23 707 965

23 707 965

