

UNOFFICIAL COPY

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This Indenture, Made this 22nd day of July, 1975. WITNESSETH, that,
WHEREAS THE GRANTOR,

MICHAEL LEVY and SONIA P. LEVY, His Wife

of the City of Chicago, in the County of Cook and State of Illinois, justly indebted to the legal
holder or holders of the principal promissory note hereinafter described in the principal sum of ----- TWENTY FIVE
THOUSAND AND NO/100----- DOLLARS,
as evidenced by said note to-wit:

Installment principal Note in the amount of \$25,000.00, bearing
interest at the rate of eight and one-half per cent (8-1/2%),
said principal and interest to be paid as follows, to-wit:

In monthly installments, commencing October 1, 1975 and continuing
on the 1st day of each month thereafter to and including August 1st
1980, of \$201.32, which installments shall be applied first to the
payment of interest on the whole amount of said principal sum
remaining from time to time unpaid, and the balance to the reduction
of the principal sum, with a final installment of the entire unpaid
principal sum and the interest thereon, on September 1st 1980.

6.00

bearing even date herewith, made payable to Bearer and by the Grantors duly delivered, which said principal and each and every
installment thereof or of interest thereon bear interest after maturity at the rate of 7% per annum, and all of said principal and
interest are payable in lawful money of the United States of America at the office of CHICAGO CITY BANK AND TRUST
COMPANY, Chicago, Illinois.

NOW, THEREFORE, the said Grantors, for the better securing of the payment of the said sum of money and interest
thereon and the performance of the covenants and agreements herein contained, do by these presents convey and warrant unto
CHICAGO CITY BANK AND TRUST COMPANY, a corporation created and existing under the laws of the State of Illinois and
doing business in Chicago, Cook County, Illinois, as Trustee, and to its successor in trust, the following described real estate, to-wit:

LEGAL DESCRIPTION PLER

UNIT NO. 24C in East Point Condominium as delineated or survey
of the following described parcel of real estate (hereinafter re-
ferred to as "Parcel"): That part of Lots 12, 13, 14 and 15 lying
East of a line which is 169.0 feet East of and parallel with the
West line of said Lots, together with so much of the land East of
and adjoining said Lots 12, 13, 14 and 15 as is bounded on the North
by the North line of said Lot 12 extended East, and on the South by
the South line of said Lot 15 extended East, and on the East by the
westerly line of Lincoln Park as is shown and delineated in Document
#10938695, all in Block 9 in Cochran's Second Addition to Edgewater,
in the East 1/2 of Fractional Section 5, Township 40 North, Range 14
East of the Third Principal Meridian, in Cook County, Illinois, which
survey is attached as Exhibit "A" to Declaration of Condominium Owner-
ship made by American National Bank and Trust Company of Chicago, as
Trustee under Trust No. 22473, recorded in the Office of Recorder of
Cook County, Illinois, as Document No. 20350217; together with an
undivided .580 percent interest in said Parcel (excepting from said
Parcel, the property and space comprising all the units thereof as
defined and set forth in said Declaration and Survey).

Mortgagors also hereby grant 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, condi-
tions, 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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Property of Cook County Clerk

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situated in the County of Cook and State of Illinois, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and the right to retain possession hereof, and all improvements now standing or that may hereafter be erected thereon, and all refrigerators, gas stoves, window shades, screens, heating apparatus and other equipment and fixtures now or hereafter used in said premises or in the operation thereof, without regard to whether such equipment be physically attached to said premises or not, to have and to hold the above described premises with the appurtenances and fixtures unto the said Grantee and to its successors forever for the purposes, use and trusts herein set forth (and in the event this trust deed shall describe more than one principal note, then for the equal security of all of such notes without preference or priority of any one of said principal notes over any of the others by reason of the priority of maturity or of negotiation) and the Grantors do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois;

AND the said Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, covenant and agree as follows: To pay promptly principal and interest due and to become due on prior encumbrances, and to pay the indebtedness hereby secured and the interest thereon as herein and in said notes provided; to pay, before any party shall attach thereto, all taxes and assessments, or installments thereof, levied upon said premises; to commit or suffer no waste to said premises; to suffer no liens of mechanics or material men, or other claims to attach to such premises; and to keep all buildings and fixtures which may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire or wind or other risks (commonly known as "extended coverage") to the full insurable value thereof in such insurance company or companies as may be approved by the Trustee or the holder or holders of the principal notes and to deliver all insurance policies to the Trustee or such holder or holders, all such policies to include the usual Mortgagee or Trustee clause which shall provide that all sums recoverable upon the same shall be payable to the Trustee, and the Grantors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the exclusive right to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee's action in this regard shall be conclusive as against the Grantors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit or the holder or holders of the principal notes direct, either in reduction of the unpaid principal indebtedness or to the restoration or repair of the said premises. All such policies and all renewals thereof shall be delivered as aforesaid before the expiration of any then existing insurance and in the event of the failure of the said Grantors to pay said taxes and assessments or any installments thereof, or to pay any such liens of mechanics or material men, or to keep said buildings insured, or to deliver the said insurance policies or any of them as aforesaid, the Trustee or the holder or holders of said principal notes, or of any of them, may pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claim attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof, with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

In the event of a breach of any one of the aforesaid covenants or agreements, or in case of default in the payment of any note secured hereby, or any installment of interest thereon, or principal thereof, according to the terms thereof, the whole of said principal indebtedness, together with the accrued interest thereon, shall, at the election of the legal holder or holders thereof (which election may be made at any time after such default without notice), become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

It is further agreed by the Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, that in case a right of foreclosure or other right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal notes or of any part thereof, or the said Trustee for the benefit of such holder or holders, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure

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hereof—including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, cost of procuring or completing an abstract of title or a letter, opinion or minutes for foreclosure, showing the whole title to said premises embracing the mortgage or deed of trust, or any other instrument, or the like expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this trust deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit, have been paid.

The Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, waive all right to the possession of and income from said premises pending such foreclosure proceedings and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this trust deed the court in which such bill is filed may at once and without notice to the said Grantors or to any party claiming under said Grantors appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the full time allowed by law to redeem the same from any sale thereunder shall expire, irrespective of any redemption that may have been made prior to the expiration of said full period.

When the said notes and all expenses accruing under this trust deed shall be fully paid, the Trustee or its successor shall release this trust deed and reconvey all of said premises remaining unsold to the said Grantors or their heirs or assigns, upon receiving its reasonable charges therefor. The Trustee may in the exercise of its discretion accept the production of the principal notes duly assigned as sufficient proof of the payment of the indebtedness secured hereby, and may waive the production of any or all of the interest coupons at the time of releasing this Trust Deed. In case of the resignation, inability or refusal to act of said Trustee, then The Mutual National Bank of Chicago is hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said Grantors.

The Grantors agree that the legal holder or holders of said principal note or any agent designated by such holder or holders may take possession of the said premises in case of default hereunder or in the payment of the indebtedness hereby secured, and that such holder or holders or such agent, while in possession thereof, shall have all of the rights and powers of receivers in chancery with respect to the management and control thereof, including without limitation the right to take charge of said premises, to collect the rents, issues and profits thereof, to operate, manage and conserve said premises, to find tenants therefor and to lease the same, to employ janitors, custodians and other help, to make necessary repairs, and to pay operating expenses, including bills for water, light and fuel. The rights and powers herein conferred upon said holder or holders are in addition to and not in derogation of any rights and powers conferred upon the grantee as trustee by virtue of law.

In addition to the payments herein provided, the grantors agree to make proportional monthly deposits sufficient to pay each and every installment of the general and special taxes levied against the premises, at least thirty days before any penalty shall attach thereto.

If this instrument is executed by one individual, then the word "Grantors" and all verbs, pronouns and other words qualifying, applying or referring to the same in this instrument shall be construed as if the same had been written in the singular, and if this trust deed requires only one principal note, then the word "notes" as used herein shall be held to mean such note.

WITNESS my hands and seal of the said Grantors the day and year first above written.



Michael Levy (SEAL)
Sonia P. Levy (SEAL)

(SEAL)

STATE OF ILLINOIS
COUNTY OF COOK

I, **Fritz Long**
A NOTARY PUBLIC in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, That **Michael Levy and**
Sonia P. Levy, 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.

The principal note mentioned in the within Trust Deed has been identified herewith. GIVEN under my hand and notarial seal this **26th** day of

July, A. D. 1975
Register Number **371504**
CHICAGO CITY BANK AND TRUST COMPANY,
Trustee,
By *[Signature]*

Fritz Long
NOTARY PUBLIC
ILLINOIS

*23166184

BOX 978

Trust Deed

Michael Levy

Sonia P. Levy

TO

CHICAGO CITY BANK AND
TRUST COMPANY
TRUSTEE

Address of Property
6101 E. Sheridan Road - Unit 24C
Chicago, Illinois 60626

CHICAGO CITY BANK AND
TRUST COMPANY
HALSTED AT SIXTY THIRD
CHICAGO 21, ILLINOIS

U. S. 118

END OF RECORDED DOCUMENT