

# UNOFFICIAL COPY

TRUST DEED

23 173 716

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 12 1975, between

JOHN J. BALESTER, a bachelor

herein referred to as "Mortgagors," and  
MICHIGAN AVENUE NATIONAL BANK OF CHICAGO,

a National Banking Association, 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 Four Thousand Six Hundred 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 date hereof on the balance of principal remaining from time to time unpaid at the rate of eight per cent per annum in instalments as follows: Forty Four and NO/100

Dollars on the first day of August 1975, and Forty Four and NO/100

Dollars on the first day of each 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 first day of July 1985. 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 eight per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 Tall Oaks Enterprises 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 of which 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 City of Chicago, County of Cook AND STATE OF ILLINOIS, to wit:

see rider attached hereto and made a part hereof

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, door coverings, indoor beds, swings, stoves and water heaters. All of the foregoing are declared to be 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 and seal of Mortgagors the day and year first above written

[SEAL]

*John J. Balester*

[SEAL]

JOHN J. BALESTER

[SEAL]

STATE OF ILLINOIS.

I, CHEARLE LYNN EYLES

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
JOHN J. BALESTER, a bachelor

County of Cook

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 he signed, sealed and delivered the said Instrument as his 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 Notarial Seal this 12th day of JUNE, A. D. 1975

*Chearle Lynn Eyles*  
Notary Public.



505B-W.S.B.

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Property of Cook County Clerk's Office

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Unit No. 5516-2 as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel") Lot 20 in Block 2 in East End Subdivision in Sections 12 and 13, Township 38 North, Range 14 East of the Third Principal Meridian, and an Eastment for the Benefit of Lot 20, pursuant to Decree entered May 15, 1962, in Circuit Court of Cook County, Illinois Case No. 62 C 2550 for ingress and egress over the South 4 feet of Lot 21 in Block 2 in East End Subdivision aforesaid, in Cook County, Illinois, according to plat thereof recorded on April 10, 1972 as Document No. 21861930 which survey is attached as Exhibit "A" to Declaration made by Michigan Avenue National Bank of Chicago as Trustee under Trust Number 1921 and recorded in the office of the Recorder of Cook County, as Document No. 21861930 together with an undivided 16.67% interest in said parcel, (excepting from said parcel all the property and space comprising all of the units thereof as defined and set forth in said Declaration and survey). Said property being commonly known as 5512-16 South Everett Avenue, Chicago, Illinois.

TO HAVE AND TO HOLD the same unto said party of the second part forever. Grantor also hereby grants to Grantee, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property as set forth in the aforementioned Declaration and as set forth in the declaration recorded as Document No. 21861930, and the part of the first part reserves to itself, its successor, and assigns the rights and easements set forth in said declarations for the benefit of the remaining property described therein.

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

**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 hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste and free from mechanics 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 prior lien to Trustee or to holders of the note; (4) complete 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 ordinance 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 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 have all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 in 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 in expiry, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default herein, 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 of any and describe discharge, compromise or settle any tax or other lien or claim thereon, or redeem from any tax sale or foreclosure, or satisfy or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in collection hereof, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage, the note, and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall constitute additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of a 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 such tax, assessment, sale, forfeiture, lien or claim thereon.
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 holder of the note, with or without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything herein 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 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 reasonable and necessary costs and expenses, including attorneys' fees, charges of the holder of the note for attorney's fees, Trustee's fees, appraiser's fees, notices for delinquent and expert evidence, stenographers' charges, publication costs and costs which may be estimated as it seems to be expedient after notice of such decree of proceeding all such abstracts of title, title searches and examinations, guarantee policies, Tarrans 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 in evidence to bidders at a sale which may be had pursuant to such decree to 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 the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with any proceeding, including foreclosure, or in preparation for the commencement of any suit for the foreclosure, or the preparation for the commencement of any suit for the foreclosure, hereof after actual or constructive commencement, or 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 foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred by the foreclosure proceeding, including all such items as are mentioned in the preceding paragraphs 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 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 of foreclosure on 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 value of the premises or whether the same shall be then occupied as a homestead or not, and the Trustee or records may be appointed as such receiver, or 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 and 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 moneys which may be received 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, of any tax, special assessment or other lien which may be or become superior to the lien hereof or of such receiver, 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 of this deed shall be subject to any defense which would not be good and available to the party intervening 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, but the existence or non-existence of the premises shall be the obligation of Mortgagors, and shall be their obligation to give notice of any defect in title to Trustee, and it may require indemnities satisfactory to it before executing 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 to the mortgagors hereunder and at the request of any persons who shall either before or after maturity thereof, execute and deliver to Trustee the note, together with 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 instrument described herein which bears a certificate of identification prepared to be executed by a prior Trustee hereunder, or which conforms in substance with the description herein contained of the note and which purpose to be executed by the persons herein designated as the makers hereof, and where the release is requested of the original Trustee and it has never received 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 purpose 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 or filed in case of the resignation, inability or refusal to act of Trustee, the third order of priority of the court 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 indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.
16. The note secured by this trust deed may be prepaid in whole or in part on any interest payment date without the payment of any premium whatsoever.



**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

D NAME | Michigan Avenue National Bank  
 E Real Estate Loan Department  
 L STREET | 30 N. Michigan Avenue  
 I CITY | Chicago, IL 60602  
 V  
 E  
 R  
 Y INSTR.CTIONS | OR  
 RECORDERS'S OFFICE BOX NUMBER | 764

The Instrument Note mentioned in the within Trust Deed has been identified hereunder under Identification No. 7019  
 MICHIGAN AVENUE NATIONAL BANK, as Trustee.  
 by *[Signature]*  
 MICHIGAN AVENUE NATIONAL BANK  
 5516-2 S. Everett Ave  
 Chicago, Illinois 60607  
 CHICAGO, ILLINOIS  
 ROBERT W. FREDERIKSEN

**END OF RECORDED DOCUMENT**

8-173-715

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