

UNOFFICIAL COPY

TRUST DEED

24 402 063

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 1 1978, between
TED MAIER and PHYLLIS S. MAIER, his wife

herein referred to as "Mortgagors," and

AMALGAMATED TRUST & SAVINGS BANK

an Illinois banking corporation 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 herein-
after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
THIRTY THOUSAND AND NO/100 Dollars (\$ 35,000.00),

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of
AMALGAMATED TRUST & SAVINGS BANK and delivered, in and by which said Note the

Mortgagors promise to pay said principal sum plus simple interest from disbursement
at the rate of 8-3/4 per cent per annum in instalments of principal and interest as follows:

TWO HUNDRED EIGHTY SEVEN AND 80/100 Dollars (\$ 287.80),

on the 1st day of April 1978 and a like amount of money

on the 1st day of each month thereafter until said note is fully paid except that the final

payment of principal and interest, not sooner paid, shall be due on the 1st day of March 1983

and the principal of each instalment unless paid when due shall bear interest at the rate of 9-3/4 per cent
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 AMALGAMATED TRUST & 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, pro-
visions 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 to the Trustee, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WAR-
RANT 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 COUNTY OF COOK AND STATE OF ILLINOIS,
to wit:

LEGAL DESCRIPTION RIDER

100 E. WALTON
CHICAGO, ILLINOIS 60611

Unit No. 34-A in the 100 E. Walton Condominium as delineated
on a survey of the following described Parcel: Parts of Lots 8,
9, 10, 11 and 12 in Moss' Subdivision of part of Lot 10 in the
South 1/2 of Block 8 in Canal Trustees' Subdivision of 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 the Declaration of Condominium recorded as Document No. 24262435
and registered as Document No. LR 2990252; together with an undivided
.38099 per cent interest in said Parcel (excepting from said
Parcel all the property and space comprising all the units thereof
as defined and set forth in said Declaration and survey)

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

Do Not Deliver

RETURN TO
Transfer Desk

66-12-02011

24 402 063

Property of Cook County Clerk's Office

AS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THIS DOCUMENT PREPARED BY
DONALD ERICKSON, JR.
100 S. STATE ST.
CHICAGO, ILL. 60603

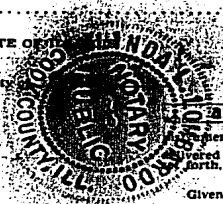
which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (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, 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 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] Ted Maier [SEAL]
..... [SEAL] Phyllis S. Maier [SEAL]

STATE OF ILLINOIS
County of Cook
I, Linda L. Lombardo
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Ted Maier and Phyllis S. Maier, married to each other



are personally known to me to be the same person S whose name S 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 forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 11th day of April A.D. 19 78
Linda L. Lombardo
Notary Public.

24-102-063

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Transfer Desk

203485

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

- 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 ordinances 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.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewerage 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.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, windstorm or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or to insure the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance to be 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 policy 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 insurability to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herein 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, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim or of or redeem from any tax sale or forfeiture 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage 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 the rate of ten per cent per annum, fraction 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.
- Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so by making any statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill at the time of payment or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, and the holders of the note and holders of the premises, shall, upon the maturity of the note 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 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.
- 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 the expenditures and expenses which shall 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 expert 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 of records, certificates and similar data and assurances with respect to title 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 the decree of the court in the foreclosure 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 ten per cent per annum, 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 proceeds hereof, whether or not actually commenced.
- 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 are mentioned in the terms hereof; third, on account of the indebtedness secured hereby, 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.
- 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 not and the Trustee hereunder may be appointed 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 and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any other 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 the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be 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 a deficiency.
- No action for the enforcement of the lien or any provision of this trust deed 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.
- 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.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated 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 his own negligence or misconduct or that of the agents, employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 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 cause 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 herein described any note which bears a certificate 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 makers thereof; and where the release is requested of the Trustee, he 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.
- 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 then Recorder or Registrar of titles of the county in which the premises are situated shall be Successor Trustee. Any Successor in Trust hereunder shall have the identical powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 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.
- The holders of the note secured by this trust deed, at their sole option, reserve the right to extend, modify or renew the note secured hereby at any time and from time to time. This trust deed shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured, however evidenced, with interest at such lawful rate as may be agreed upon, and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this trust deed nor release the Mortgagors from personal liability for the indebtedness hereby secured. In the event of any renewals, modifications or extensions, extension agreements shall not be necessary and need not be filed.
- Mortgagors agree that until said note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors to the holders of the note, heretofore or hereafter incurred, and without regard to the nature thereof, shall have been paid in full, Mortgagors will not, without the prior written consent of the holders of the note (1) create or permit any lien or other encumbrance (other than presently existing liens and liens securing the payment of loans and advances made to them by the holders of the note) to exist on said real estate, or (2) transfer, sell, convey or in any manner dispose of said real estate.

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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 Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. **203485**

AMALGAMATED TRUST & SAVINGS BANK, a Trustee
 by **Assistant Secretary, Assistant Vice President, Assistant Trust Officer**

NAME _____
 STREET _____
 CITY _____
 STATE _____
 ZIP _____

OR
 REGISTER'S OFFICE BOX NUMBER _____

FOR RECORDERS INDEX PURPOSES
 INSERT CORRECT ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

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 APR 13 1978
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END OF RECORDED DOCUMENT