

UNOFFICIAL COPY

BOX 305
TRUST DEED

24 535 255

11.00

THIS INDENTURE, Made this 5th day of June A.D. 1978
by and between WALTER W. GOLDSTEIN,

of the City of Chicago in the County of Cook
and State of Illinois (hereinafter, "Mortgagor"), and THE FIRST NATIONAL BANK OF CHICAGO,

a national banking association organized and existing under and by virtue of the laws of The United States of America,
and doing business and having its principal office in the City of Chicago, County of Cook and State of Illinois, as Trustee
(hereinafter, "Trustee"). WITNESSETH:

THAT WHEREAS MORTGAGOR is hereby indebted to the legal holder or holders of the Promissory Instalment
Note hereinafter described in the Principal Sum of
TWENTY THOUSAND SEVEN HUNDRED FIFTY AND NO/100----- Dollars (\$ 90,750.00),
and held by one certain Promissory Instalment Note (the identity of which is evidenced by the certificate thereon of
Trustee) bearing even date herewith made payable to bearer and delivered, which Instalment Note (hereinafter, the
"Note"), bears interest from date of disbursement until maturity at the rate therein set forth, and which principal and
interest is payable as follows:

Interest on the Note shall be payable on the 15th day of each month commencing on June 19, 1978 and including June 19, 2007 at the rate of 7 1/4% per annum, if not sooner paid;
if not sooner paid, interest shall be applied first in payment of interest at the rate specified in said Note,
and secondly in payment of principal of said principal sum remaining from time to time unpaid and second on account of said principal sum,
and principal payments bearing interest after maturity at the rate of 8-1/4% per centum per annum, and all of said
principal and interest payments being payable in lawful money of The United States, at such banking house in Chicago, Illinois, as the
legal holder of the Note may in writing appoint, and until such appointment at the office of The First National Bank of Chicago, in
the City of Chicago and State of Illinois; and by which Note it is agreed that the principal sum thereof, together with accrued interest
thereon, shall be due and payable at the place of payment specified in this Trust Deed, may at any time without notice, become at once due and payable at the place of
payment specified in this Trust Deed, as in this Trust Deed provided, of Trustee or of the holder(s) of the Note.
NOW KNOW ALL MEN by these presents, that the purpose of securing the payment of the Note and the performance of the Mortgagor's
obligations herein contained, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowl-
edged by these presents, Mortgagor and Trustee have granted, conveyed, assigned, its successors and assigns, the following described Real Estate, situate,
lying in the City of Chicago County of Cook and State of Illinois:

Unit No. A as delineated on survey of the following described parcel
of real estate (hereinafter referred to as parcel: Lot 10 (except the
South 22.00 feet thereof) in the subdivision of Block 21 (except the North
666 feet of the West 188.35 feet thereof) in Canal Trustees Subdivision of
the North 1/2 of the North 1/2 of the Southeast 1/4 of the East 1/2 of the
Southwest 1/4 of Section 33, Township 40 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 made by HARRIS
TRUST AND SAVINGS BANK, a National Banking Association, as Trustee
under Trust No. 37946, recorded in the Office of the Recorder of Deeds of
Cook County, Illinois, as document number 24 466 469; together with an
undivided 33 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) all in Cook County, Illinois.

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Property of Cook County

COOK COUNTY, ILLINOIS
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which, with the property hereinafter described, is referred to as the "Premises,"
TOGETHER with all the easements, benefits, privileges, and appurtenances now or at any time hereafter thereto
belonging all buildings and improvements now located or hereafter to be located on the premises, the rents, issues and profits thereof
(which rents, issues and profits are hereby expressly assigned, it being understood that the pledge of the rents, issues and profits made
in and by this Trust 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 secured hereby), and all appurtenances and fixtures of every kind and nature whatsoever, including, but
not limited to, gas and electric fixtures, radiators, heating pipes, boilers, water apparatus for supplying or distributing heat, light,
water, air conditioning, and all other apparatus and equipment in or that may be placed in any building now or hereafter standing on the
premises, (which are hereby understood and agreed to be part and parcel of the premises and appropriated to the use of the real estate,
and which shall be deemed to be part and parcel of the premises of this Trust Deed to be deemed conclusively to be real estate and conveyed
hereto) and also all the rents, issues and profits of the premises of this Trust Deed to be deemed conclusively to be real estate and conveyed
hereto, TO HAVE AND TO HOLD the above described premises, with fixtures, appurtenances, and appurtenances, unto the Trustee, its trustees, and assigns forever, for the purposes, uses
and intents herein expressed, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State
of Illinois, and all rights to certain possession of the Mortgaged Property after any default in the payment of said indebtedness or after
any breach of any of the covenants herein contained.
The agreement, conditions and provisions appearing on page 2 (the reverse side of this
Trust Deed) are incorporated herein by reference and are hereby made a part hereof and shall be binding on the Mortgagor, their heirs,
successors and assigns.

Witness the hand and seal of Mortgagor the day and year first above written.
[SEAL] Walter W. Goldstein [SEAL]
Walter W. Goldstein [SEAL]

STATE OF ILLINOIS }
COUNTY OF COOK } ss. I, _____, a Notary Public in and for and residing in said County, do hereby certify that WALTER W. GOLDSTEIN,
who is personally known to me to be the same person who is described to
the foregoing Instrument, appeared before me this day in person, he signed, sealed and delivered the said Instrument as
act for the uses and purposes therein set forth, including the right of
of homestead.
GIVEN under my hand and Notarial Seal this 14th day of July, 1978
Mary Jo Salvo

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535
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1978

The Principal Installment Note mentioned in the within Trust Deed has been identified by
R. E. No. 47489 - MS
This instrument prepared by
and should be returned to
Mary Jo Salvo The First
National Bank of Chicago,
One First National Plaza
Chicago, IL 60670
The First National Bank of Chicago, Trustee,
By _____
Real Estate Officer

THE AGREEMENTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE HEREOF.

1. Mortgagee agrees to pay each sum of installments named hereby, when due, according to the terms hereof.

2. Mortgagee agrees:
(a) to keep the premises in good repair and make all necessary improvements;
(b) to maintain in substantial repair any building or improvement now or hereafter on the premises which may become damaged or destroyed;
(c) to comply with all laws and municipal ordinances with respect to the premises and their use;
(d) to pay all taxes, assessments, and charges, including all other taxes, charges, or encumbrances prior to the date of the Note;
(e) to pay the premiums on any fire or other insurance on the premises;
(f) to pay the premiums on any fire or other insurance on the premises, including the value thereof, or the security conveyed hereby.
3. Mortgagee further agrees that no substantial repairs or remodeling of the premises shall be made unless the written consent of the Trustee or the holder(s) of the Note shall first have been obtained and Mortgagee shall have deposited with Trustee a sum of money sufficient to pay the cost of such repairs or remodeling. Trustee is hereby authorized to apply the money so deposited during the progress of such repairs or remodeling, or upon completion thereof, in payment of the interest and of the reasonable fees of Trustee.
4. Mortgagee agrees to pay promptly and before any legally attachable writ or writs, sever charges, general and special taxes and assessments of any kind which may be levied against, assessed or imposed upon the premises and to deliver to Trustee, upon request, satisfactory evidence of such payment. Mortgagee, to prevent default hereunder, will pay in full, under protest in the manner provided by law, any tax or assessment which Mortgagee may desire to contest.
5. Mortgagee agrees to maintain in force, at all times, fire and extended coverage insurance on the premises at their full insurable value and also to pay a sum of money to be determined by Trustee on the holder(s) of the Note may require from time to time. Said monies shall be deposited with Trustee or its assigns by mortgagee to Trustee or the holder(s) of the Note and the policies evidencing the same with appropriate charges, satisfactory to Trustee or the holder(s) of the Note, attached shall be deposited with Trustee. An appropriate renewal policy shall be delivered to Trustee not later than ten days prior to the expiration of any current policy.
6. In addition to the monthly installments of principal and interest payable under the terms of the Note, and to provide for the payment of all such taxes and assessments as may be paid hereunder by Mortgagee, Mortgagee shall deposit with Trustee, on the first day of each month, the sum of money to be determined by Mortgagee as the amount of the annual real estate taxes and assessments as assessed by the proper authorities, to be paid to the proper authorities on or before the date when such taxes and assessments shall be due. Mortgagee agrees to deposit any monies such annual installments as may be required for this purpose.
7. Upon default by the Mortgagee of any agreement herein, Trustee or the holder(s) of the Note may, but need not, make any repairs or repairs or any other work required by Mortgagee, in any form and manner deemed expedient and may, but need not, make full payment of the same. Trustee or the holder(s) of the Note may, at its option, sell, lease, assign, or otherwise dispose of, in any and all jurisdictions, the premises, or any part thereof, or any other thing in or to be secured by this Trust Deed, for the purpose of satisfying the debt secured by this Trust Deed. Any proceeds shall be advanced for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees and any other payments made by Trustee or the holder(s) of the Note, in or out of the premises or the legal proceedings at law and expenses in connection with (1) any proceeding, including proceedings and proceedings in which Trustee or holder(s) of the Note shall be a party, either as plaintiff, claimant, defendant, or otherwise, or (2) proceedings for the enforcement of any suit, or (3) any other proceedings, shall be so much of the proceeds as shall be actually received, and with interest thereon at eight percent per annum, shall be paid to the holder(s) of the Note shall be sole judges of the legality of such proceedings.
8. Mortgagee shall deposit any funds payable to the Mortgagee with Trustee hereunder, it is agreed as follows:
(a) Mortgagee shall deposit in any bank or banks, or in any other place to be named by Trustee, any and all monies due or payable by Mortgagee to Trustee or the holder(s) of the Note, and shall not be subject to the direction or control of the Mortgagee, and shall, upon written direction by Trustee or the holder(s) of the Note, withdrawing the funds for which such deposits were made, apply the same in reduction of the debt secured by this Trust Deed, or for any other purpose as may be determined by this Trust Deed.
9. Notwithstanding the payment of any month's installment of principal and interest as provided in the Note, or in the performance of any other agreement of Mortgagee hereunder, the Note and this Trust Deed shall remain in full force and effect for a period of three days; then the following provisions shall apply:
(a) Any sums due or payable hereunder shall be immediately due and payable, with interest thereon at eight percent per annum, from the date of the Note, become immediately due and payable, with interest thereon at eight percent per annum, from the date of the Note.
10. The holder(s) of the Note may immediately foreclose the lien of this Trust Deed. The court in which any proceeding for the foreclosure of this Trust Deed is commenced, either before or after sale, without notice to Mortgagee, and without regard to the solvency or insolvency of any person liable for payment of the debt secured by this Trust Deed, shall have jurisdiction to do so, and to sell, lease, assign, or otherwise dispose of, in any and all jurisdictions, the premises, or any part thereof, or any other thing in or to be secured by this Trust Deed, with power to collect the rents, profits, and proceeds of the same, and to apply the same to the satisfaction of this Trust Deed, and the full statutory period of redemption shall be suspended by the foreclosure of this Trust Deed, and any rents, profits and proceeds when collected, may pay the principal and interest due and payable on the debt secured hereby, and may make and pay for any necessary repairs to the premises and may pay the cost of the foreclosure secured hereby or any deficiency decreed.
11. The proceeds of this Trust Deed shall not be allowed and included in the decree for sale, to be paid out of the rents, or
12. The holder(s) of the Note shall be bound by the terms and conditions of this Trust Deed, with interest at eight percent per annum, from the date of the Note.
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END OF RECORDED DOCUMENT