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Richard R. Olson
RECORDED FOR DEEDS

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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THIS INDENTURE, Made

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1978

between

PERRY MOORE AND JUDITH K. MOORE, HIS WIFE

referred to as "Mortgagors" and Harris Trust and Savings Bank, an Illinois banking corporation, having its principal office in the City of Chicago, Illinois (herein referred to as "Trustee").

WITNESSETH:

THAT WHEREAS, the Mortgagors are justly indebted to the legal holder or holders of the installment Note hereinafter described (and legal holder or holders herein referred to as "Noteholder") in the principal sum of **NINETY FIVE THOUSAND & NO/100**

Dollars (\$ **95,000.00**) evidenced by an installment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in full, by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid thereon at the rate provided in said Note in **348** monthly installments with the final payment of principal and interest, if not sooner paid, due on the **FIRST** day of **JULY** **2007** (said installment Note and any and all extensions or renewals thereof and any notes issued in replacement or substitution therefor being herein referred to as the "Note").

NOW, THE SMOLE, the Mortgagors to secure the payment of the principal and interest on the Note in accordance with the terms and provisions thereof, are, the covenants and performance of the covenants and agreements herein contained and the other indebtedness which this Trust Deed by its terms secures, also in consideration of the sum of Ten Dollars 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, siting and being in the **CITY** of **OF CHICAGO** County of **COOK** and State of Illinois, to wit:

LEGAL ATTACHED

Unit No. four as delineated on the Survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

A tract of land including a portion of Lots taken for the opening of Ogden Avenue described as follows:

Lots 15 through 30 and the 18 foot alley West of and adjoining Lots 15 to 25 in Hambleton's Subdivision of Block 43 in Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian all taken as one tract and described as follows:

Beginning at the South East Corner of said Lot 25; thence North along the East line of Lots 15 to 25, a distance of 258.64 feet to the North line of said Lot 15; thence West along the North line of said Lot 15 to the center line of North Ogden Avenue as opened by ordinance passed by the City Council of the City of Chicago; thence South Westerly along the center line of North Ogden Avenue, as opened, to its intersection with the West line of North Fern Court, extended North; thence South along the West line of North Fern Court, as extended North, to the North Line of West Menomonee Street; thence East along the North line of West Menomonee Street to the place of beginning in Cook County, Illinois

ALSO:

That part of the North 16 feet of West Menomonee Street lying West of the West Line of North Sedgwick Street, extended South and lying East of the West line of North Fern Court, extended North, all in Cook County, Illinois,

which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership and By-Laws, Easements, Restriction and Covenants for Park Place Condominiums made by Bank of Ravenswood, Trustee under the provisions of a Trust Agreement dated August 24, 1976 and known as Trust No. 2194, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 2390/282 and registered with the Cook County Registrar of Titles Office as Document No. 2934976; together with an undivided 6.47 % per cent interest in the Parcel (excepting from the Parcel all the property and space comprising all of the Units thereof as defined and set forth in said Declaration and Survey).

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, ALL RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AND ALL 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 THE AFOREMENTIONED DECLARATION THE SAME AS THOUGH THE PROVISIONS THEREOF WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances at any time belonging thereto and all rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereon (which are pledged primarily and on a parity with said real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limiting the generality of the foregoing, all apparatus and equipment of every kind now or hereafter therein or thereon used as a supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and all floor, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks 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 Mortgages 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 rights and benefits the Mortgages do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgages shall (a) promptly repair, restore or renew, any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from charges, encumbrances, mechanics 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, charge or encumbrance on the premises, and upon request exhibit satisfactory evidence of the discharge of same to Trustee or Noteholder; (d) comply 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) without prior written consent of Noteholders not make any material alteration in said premises except as required by law or municipal ordinance; and (g) promptly notify Trustee of any change or destruction to the premises, of any pending or threatened proceeding for the taking (by eminent domain or otherwise) of any part thereof, of any notice from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement or of any other event or condition which might impair the value of the premises or its use for its intended purpose.
2. Mortgages 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 Noteholder duplicate receipts therefor. To prevent default hereunder, Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.
3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, flood hazards (to the extent insurance therefor is obtainable) and such other hazards or contingencies as Noteholder may require 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 reasonably satisfactory to Noteholder, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of Noteholder (such rights to be evidenced by the standard noncontributory mortgage clause to be attached to each policy, and providing that the same may not be cancelled except upon 10 days' prior written notice to Trustee and shall deliver all policies, including additional and renewal policies, to Noteholder, and in case of insurance about to expire, shall deliver renewal policies not less than 10 days prior to the respective dates of expiration). To the extent permitted by law, Trustee may, of the sole discretion of Noteholder, either apply any insurance proceeds at any time coming into its hands to the reduction of the indebtedness hereby secured or may release same for the restoration of the improvements damaged or destroyed on such terms as it shall elect, provided that if it shall elect to apply same to the reduction of the indebtedness hereby secured, Mortgages shall be relieved of any duty to restore the damage in respect of which such insurance proceeds were obtained. Mortgages hereby irrevocably constitute and appoint Trustee their true and lawful attorney in fact to endorse the name of Mortgages on any commercial paper evidencing any insurance proceeds.
4. In case Mortgages shall fail to perform any covenants herein contained, Trustee or Noteholder may, but need not, make any payment or perform any act herein required of Mortgages 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 prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax 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 Noteholder to protect the mortgaged premises and the lien hereof 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 2 1/2 per cent per annum. Trustee or Noteholder shall be subrogated to all rights, claims and liens of any party whose debt is discharged pursuant to this Section 4. Inaction of Trustee or Noteholder shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages, Trustee or Noteholder in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged 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.
5. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the Note. At the option of Noteholder and without notice to Mortgages, 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) in the case of default for 10 days in making payment of any installment of principal or interest on the Note or in making payment of any other sum due hereunder, or (b) in case the undersigned shall, without the prior written consent of Noteholder, sell, assign, transfer or lease (for a term of more than 1 year, including as part of such term the period of any renewal terms (whether mandatory or optional) which are provided for in any lease), the real estate subject hereto, or any portion thereof or interest therein, or contract or agree so to do; or (c) when default shall occur and continue for 30 days in the performance or observance of any other agreement of the Mortgages herein contained; or (d) Mortgages abandon the premises; or (e) Mortgages, or any of them, or any guarantor of the indebtedness hereby secured shall die or become bankrupt or insolvent or proceedings under any bankruptcy, insolvency, arrangement or adjustment proceedings or proceedings under any bankruptcy, insolvency or similar law shall be instituted or commenced by or against any such person or (f) proceedings shall be commenced to foreclose or otherwise realize upon any lien, charge or encumbrance on the premises or any part thereof.

THIS INSTRUMENT PREPARED BY Donna Waller Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60604

X-2186 (REV. 8/78)

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RECORDER

W. Lloyd Wilson

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