

24 656 667

TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

OCT 4 '78 12 25 PM

RECORDED BY DESIG

\*24656667

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, made September 26 1978, between  
WILLIAM C. SCHMIDT and CHRISTINE SCHMIDT, 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  
SIXTY FOUR THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars (\$ 64,500.00,  
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 date of disbursement  
at the rate of 9-3/4 per cent per annum in instalments of principal and interest as follows:

FIVE HUNDRED SEVENTY FOUR AND 7/100 ----- Dollars (\$574.79 ),  
on the 1st day of November 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, if not sooner paid, shall be due on the 1st day of October 1981  
and the principal of each instalment unless paid in advance shall bear interest at the rate of 15 per cent  
per annum, and all of said principal and interest being 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, 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 whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate, a part 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:

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

THIS TRUST DEED IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF  
RIDER "A" ATTACHED HERETO AND MADE A PART HEREOF

12.00

This document prepared by  
WILLIAM E. NAVOLIO  
100 S. STATE STREET  
CHICAGO, ILLINOIS 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, insofar 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 attached to 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.

*William C. Schmidt*  
William C. Schmidt

[SEAL]

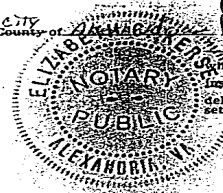
*Christine C. Schmidt*  
Christine Schmidt

[SEAL]

STATE OF ILLINOIS

I, Elizabeth C. Kersey

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
William C. Schmidt and Christine Schmidt, his wife



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 set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 29th day of September, A.D. 1978

*Elizabeth C. Kersey*  
Notary Public.

OCT 4 1978 66 54 424 D

24 656 667

# UNOFFICIAL COPY

## EXHIBIT "A"

UNIT NUMBER A-1 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE SOUTH 4.2 FEET OF LOT 3, ALL OF LOT 4 AND THE NORTH 45.8 FEET OF LOT 5 IN BLOCK 2 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST FRACTIONAL HALF OF 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 MADE BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 25, 1972 AND KNOWN AS TRUST NUMBER 76527 AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 21842747 TOGETHER WITH AN UNDIVIDED 2.7708 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) IN COOK COUNTY, ILLINOIS

24 030 001

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

## RIDER "A"

TAKE NOTICE: The holder of the note secured by this Trust Deed, at its sole option, reserves the right to extend, modify or renew the note secured hereby at any time and from time to time for an amount up to and including the amount of the original note secured hereby. Notwithstanding the provisions for repayment provided for on the reverse side hereof, this Trust Deed shall remain a lien upon the real estate described herein, in the amount of the original principal due on the note secured hereby until this Trust Deed shall be released of record by the Trustee hereunder. In the event of any extensions, modifications or renewals, Extension Agreements shall not be necessary and need not be filed.

In order to provide for the payment of taxes, the undersigned promises to pay monthly, in addition to the above payments, 1/12th of the annual real estate taxes as estimated by the holder hereof, in such manner as the holder may prescribe, so as to provide the current year's tax obligation on the last day of each such year during the term of this obligation. The undersigned promises further to pay monthly pro rata share of all assessments, future hazard insurance premiums, and any other charges as may accrue against the property securing this indebtedness. If the amount estimated to be sufficient to pay said taxes, insurance, assessments and other charges is not sufficient, the undersigned promises to pay the difference upon demand. The said sums are hereby pledged together with any other account of the undersigned in the holder's bank to further secure this indebtedness and any officer of the bank is authorized to withdraw the same and apply hereon.

24 656 667



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 destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' 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.

REC-667

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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

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

D NAME E L STREET I V CITY R Y INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE Unit 1A - 6334 N. Sheridan Road Chicago, Illinois

RECORDED DOCUMENT