

AMORTIZATION FORM OF TRUST DEED

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11.00

This instrument prepared by C. Walsh 1250 Sherman Rd. Northbrook, Ill. 60062

THIS ABOVE SPACE FOR RECORDERS USE ONLY

Handwritten: 461750 64-37-8432 0985

THIS INDENTURE, Made February 28 19 78, between Northbrook Trust & Savings Bank, a Banking Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated February 28, 1978 and known as trust number LT-1684 herein referred to as "First Party," and Northbrook Trust & Savings Bank an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of \*SIXTY-THREE THOUSAND AND NO/100\* (63,000.00) Dollars,

made payable to BEEAER which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and herein specifically described, the said principal sum and interest

after date on the balance of principal remaining from time to time unpaid at the rate of 8 3/4 per cent per annum in installments as follows:

Dollars on the 15th day of April 19 78 and \*FOUR HUNDRED NINETY-NINE & 21/100\*

Dollars on the 15th 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 15th day of March 2007 . 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 installment unless paid when due shall bear interest at the rate of ten per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Northbrook 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 Northbrook Trust & Savings Bank in said City,

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar to hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

(SEE RIDER ATTACHED)

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 First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a par 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) awnings, window shades, storm doors and windows, floor coverings, in-door 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 on the premises by First Party of its successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (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 mechanic's 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 notes; (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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any county attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep 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; (10) in any event, maintain in force and effect, and pay the cost of, 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal and interest on prior encumbrances, if any, including 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 mortgaged 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 seven per cent

DELIVERY NORTHBROOK TRUST & SAVINGS BANK NAME: 1250 SHERMAN ROAD ADDRESS: NORTHBROOK, ILL. 60062 CITY: BOX 533

or RECORDER'S OFFICE BOX NO. for information only insert street address of above described property.

# UNOFFICIAL COPY

Parcel 1:  
Unit No. 3402 in Harbor Drive Condominium, as delineated on the Survey Plat of that certain parcel of real estate (hereinafter called "Parcel") of lots 1 and 2 in Block 2 in Harbor Point Unit No. 1, being a subdivision of part of the lands lying East of and adjoining that part of the South West Fractional 1/4 of Fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, included within Fort Dearborn Addition to Chicago, being the whole of the South West Fractional 1/4 of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, together with all of the land, property and space occupied by those parts of Bell, Caisson, Caisson Cap and Column Lots 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 6-A, 6-B, 6-C, 7-A, 7-B, 7-C, 8-A, 8-B, 8-C, 9-A, 9-B, 9-C, M-1A and MA-1A, or parts thereof, as said Lots are depicted, enumerated and defined on said Plat of Harbor Point Unit No. 1, falling within the boundaries projected vertically upward and downward of said Lot 1 in Block 2, aforesaid, and lying above the upper surface of the land, property and space to be dedicated and conveyed to the City of Chicago for utility purposes, which survey is attached to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the 155 Harbor Drive Condominium Association made by Chicago Title and Trust Company as Trustee under Trust No. 58912 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 22935653 (said declaration having been amended by First Amendment thereto recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 22935654, together with its undivided .14104 percentage interest in said Parcel (excepting from said parcel all of the property and space comprising all of the units thereof as defined and set forth in said declaration, as amended as aforesaid, and survey), in Cook County, Illinois.

Parcel 2:  
Easements of access for the benefit of Parcel 1, aforescribed through, over and across Lot 3 in Block 2, of said Harbor Point Unit No. 1, established pursuant to Article III of Declaration of Covenants, Conditions Restrictions and Easements for the Harbor Point Property Owner's Association made by the Chicago Title and Trust Company, as Trustee under Trust Number 58912 and under Trust Number 58930, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 22935651. (said Declaration having been amended by First Amendment thereto recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 2293562).

Parcel 3:  
Easements of support for the benefit of Parcel 1, aforescribed as set forth in Reservation and Grant of Reciprocal Easements as shown on Plat of Harbor Point Unit No. 1, aforesaid, and as supplemented by the provisions of Article III of Declaration of Covenants, Conditions, Restrictions and Easements for the Harbor Point Property Owners' Association made by Chicago Title and Trust Company, as Trustee under Trust No. 58912, and under Trust No. 58930, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22935651 (said Declaration having been amended by First Amendment thereto recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 22935652).

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 recorded as Document 22935653 and as amended by Document 22935654 and in the Plat of Harbor Point Unit No. 1 Subdivision recorded as Document 22935649 and in the Declaration of Covenants, Conditions, Restrictions and Easements for the Harbor Point Property Owner's Association recorded as Document 22935651 and as amended by Document 22935652, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration and Plat for the benefit to the remaining property described therein.

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.

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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 of the provisions of this paragraph.

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 any tax, assessment, sale, forfeiture, tax lien or claim thereof.

4. 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 expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and export 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, guarantee policies, Torrens 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 to evidence to bidders at any sale which may be had pursuant to such decree 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 (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 security hereof, whether or not actually commenced.

5. 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 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. If on 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 at the time of application for such receiver. The person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 as 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 further time when First Party, its successors or assigns, 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 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 or any tax, special assessment or other lien which may be or become superior to the lien hereof or such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. 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.

8. 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 hereunder, unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. 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 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 hereof contained in the note which purports to be executed on behalf of First Party; and where the release is requested of the original trustee or if it has never executed 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 purports to be executed by First Party.

10. 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 of Deeds of the county 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.

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THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Northbrook Trust & Savings Bank, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against Northbrook Trust & Savings Bank, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under release by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under release by the party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Northbrook Trust & Savings Bank, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, Northbrook Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

NORTHBROOK TRUST & SAVINGS BANK As Trustee as aforesaid, and not personally,

By: *Charles M. Walsh* VICE-PRESIDENT

Attest: *Margaret J. ...* ASSISTANT CASHIER

Christina M. Pike

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Charles M. Walsh



Helen J. Kwielford Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Cashier, respectively, appeared before me this 10th day of March, 1978, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed, and that they are duly authorized by act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier further acknowledged that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to the foregoing instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of March, 1978. Christina M. Pike, Notary Public

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 installment note mentioned in the within Trust Deed has been identified herewith under Identification No. 1191

*Charles M. Walsh* Trustee