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T HIS INSTRUMENT WAS PREPARED BY:

ROBERT H. SNELL

50 South La Salle Street
Chicago, Illinois 60675



TRUST DEED

24 397 101

12 00

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made MARCH 3
corporation, not personally but as Trustee

1978, between Chicago Title and Trust Company, an Illinois corporation, as a deed or deeds in trust duly recorded and delivered to

said Company in pursuance of a Trust Agreement dated FEBRUARY 1, 1978 and known as Trust Number 1071622, herein referred to as "Trust Party," and

THE NORTHERN TRUST COMPANY

an Illinois corporation, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS First Party has conveniently herewith executed an instalment note bearing even date herewith in the

Principal \$50,000.00
FIFTY THOUSAND AND 00/100----- (\$50,000.00) Dollars,
made payable to THE ORDER OF BEARER.

made payable to THE ORDER OF BEARER, and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from DAPPE HERPO, on the balance of principal remaining from time to time unpaid at the rate of 8.50 percent per annum, in monthly installments, including principal and interest, as follows:

FOUR HUNDRED THIRTY-FIVE DOLLARS AND 00/100 (\$435.00)

Four hundred three and 01/100-- (\$403.00)--
Dollars ~~and~~ ~~and~~ owing on the 10th day of each MONTH thereafter until said note is fully paid except that the final payment of principal and interest, if not so far paid, shall be due on the 10th day of APRIL, 2003. 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 instalment unless paid when due shall bear interest at the rate of 10.00 percent 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

THE NORTHERN TRIBBLE COMPANY

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 the first deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do 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:

NON-EXCERPT ALTO-GERMANY CHAPTER 10 BOLD-FRAGILE, ITS SUBSIDIARIES AND ASSOCIATES,
AS TENANTS AND EASEMENTS APPERTAINING TO THE ABOVE DESCRIBED REAL PROPERTY,
AND RIGHTS, PRIVILEGES, BENEFITS, EXEMPTIONS, PRIVILEGES, OPTIONS, AND COVENANTS FOR
THE ELEMENTS OF HABIT-GERMANY CREATED BY THE ADOPTED STATED DECLARATION.

THIS MORTGAGE IS MADE UP TO ALL RIGHTS, EASUREMENTS, INVESTIGATIONS, CON-
DEMONSTRATIONS, COSTS AND EXPENSES, INCURRED IN THE DEBT, AT THE SAME
THE SAME AS THOUGH THE ESTATE OF THE DEBTOR'S SELL DECLARATION WERE EXECUTED
AND ITS PLATE AT LENDER'S DIRECTIVE.

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SEE RIDER ATTACHED

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which, with the property herein written described, as referred to herein as the "premises."

TO GOE DUE WITH ALL IMPROVEMENTS, FURNISHINGS, FIXTURES, AND APPURTENANCES THERETO BELONGING, AND ALL RENTS, ISSUES, AND PROFITS DERIVED FOR SO LONG AND DURING ALL SUCH TIMES AS FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, MAY BE ENTITLED THERETO WHICH ARE PLEDGED PRIMARILY AND, IF A PART, WITH SAID REAL ESTATE AND NOT SECONDARILY, AND ALL APPARATUS, EQUIPMENT OR ARTICLES NOW OR HEREAFTER THEREON USED TO OPERATE HEATERS, AIR CONDITIONERS, WATER, LIGHT, POWER, REFRIGERATION (WHETHER SINGLE UNITS OR CENTRALLY CONTROLLED), AND VENTILATION, INCLUDING TWO-DOOR REFRIGERATORS, FREEZERS, SCREENS, WINDOW SHADES, STEEL DOORS AND WINDOWS, FLOOR COVERINGS, MAJOR BEDS, AWNINGS, STOVES AND WATER HEATERS, AND OF THE PROPERTY HEREBY DECLARED TO BE A PART OF SAID REAL ESTATE WHETHER PHYSICALLY ATTACHED THERETO OR NOT; AND IT IS AGREED THAT ALL SUCH APPURTEINMENTS OR ARTICLES HEREAFTER PLACED IN THE PREMISES BY FIRST PARTY, OR ITS 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 purpose, and upon the uses and terms hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness above shall be fully paid, and in case of the failure of First Party, its successors or assigns to (a) promptly repair, restore or rebuild 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 mechanics' or other liens or claims for hire not expressly subordinated to the lien hereof; (c) 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; (d) complete 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) retain from making material alterations in said premises, except as required by law or municipal ordinance; (g) pay before any penalty 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable to the holder of the note 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

MAIL TO:

THE NORTHERN TRUST COMPANY
ATTN: ALFRED L. BOND
50 SOUTHEAST SAUER STREET
CHICAGO, ILLINOIS 60675

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

175 EAST DELAWARE PLACE
UNIT 6110
CHICAGO, ILLINOIS 60611

PLACE IN RECORDER'S OFFICE BOX NUMBER 980

Form 111 - Trust Deed - C&I Land & First Mortgage - Series One Installment Note with Interest Included in Payment
10-11729

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policy not less than ten days prior to the respective dates of expiration; then Trustee or the holder(s) of the note may, but need not, make any payment or payment in part, or commence set forth in any form, and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or principal plus interest, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or reduce from any tax sale or otherwise affect said premises or contest any tax or assessment. All money so paid for any of the purposes herein authorized, and all expenses, paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holder(s) of the note to protect the mortgage or premises and the hen hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be paid as additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein. Inaction of Trustee or holder(s) 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.

2. The trustee or the holder(s) of vote hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented 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, partition, tax lien or title or claim thereof.

the validity of any tax, assessment, survey, or return, tax due or time of claim thereon.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph 1 above hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

1. 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 debt hereof. In any suit to foreclose the title to the realty, there shall be allowed and included additional indebtedness in the decree for sale all expenditures and expenses which may be paid on 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 expert evidence, stenographer's charges, publication costs and costs (which may be estimated as far as possible) to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, title policies, Lienors certificates, and similar data and assurances with respect to title at Trustee's or holders' of the note may deem to be reasonably necessary either to prosecute such suit or to defend it in bidders at any sale which may be had pursuant to which 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 be so much additional indebtedness secured hereby and immediately due and payable with interest thereon at a rate equivalent to the post maturity date set forth in the note securing this trust deed, if any, otherwise the prematurity date set forth therein, 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 of any indebtedness hereby secured, or (b) preparations for the commencement of any suit to foreclose hereof after accrual of such right to foreclose whether or not a trial is 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.

8. 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 or over and above the amount evidenced by the note, with interest thereon as herein provided; 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.

9. Trustee shall release this trust deed and the instruments thereto by proper instrument upon presentation of satisfaction to Trustee that all indebtedness

caused 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 die or after maturity thereof, produce and exhibit to Trustee the note, is presenting that all indebtedness herein set forth has been paid, which presentation 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 an identification number purporting to be placed thereon by a prior trustee, trustee or which contains the name and substance where the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof, and whence the release is requested of the original trustee and it has never placed its identification number on the note described herein, 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.

19. In trust may vest by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded entitled "In the name and authority of Trustee, the then Recorder of Deeds of the county in which the property is situated, shall be Successor in Trust. Any Successor in Trust hereinafter shall have the identical power and authority as are herein given to Trustee."

11 The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
12 Notwithstanding the fact that this instrument shall be referred to as "notes" it is determined by its late schedule in effect when made,
13 that the provisions of the Uniform Commercial Code, as it may be amended from time to time, shall govern all rights and
14 obligations of the parties hereto. Any conflict between the provisions of this instrument and the provisions of the
15 provisions of the "Uniform Trusts and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

132 Upon partial or total condemnation of the premises and upon demand of the holder of the Note, the Mortgagor shall pay over to the holder all or such portion of the proceeds thereof as may be demanded by the holder, and all such proceeding no paid over shall be applied upon the principal or accrued interest of the Note as may be elected by the holder and without premium or penalty.

14. Without the prior written consent of the Holders of the Note, the Mortgagors shall not convey or encumber title to the Premises. The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

15. Mortgagors shall pay promptly when due the assessments made by

157. Mortgagor shall pay promptly when due the assessments made by the Board of Managers, "175 East Delaware Place Homeowners' Association" for the expenses as provided in its By-Laws.

16. Each request, notice, authorization, direction or demand hereby required or permitted shall be in writing and the mailing thereof by registered mail to Mortgagor at 175 East Delaware Place, Unit 6110, Chicago, Illinois, or if Trustee is the intended recipient, to Trustee at 50 South LaSalle Street, Chicago, Illinois, shall be sufficient service thereof on date of mailing, and no notice to any assignee or grantee of Mortgagor shall be required.

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1 INDIVIDUALS AND FAMILIES

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This TRUST DEED is executed by the Chicago Title and Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Chicago Title and Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Chicago Title and Trust Company personally to pay the said note or any interest thereon, or any indebtedness accrued hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee, and by every person now or hereafter claiming any right, title, interest, or claim in or to the subject of the First Party, and its successors and assigns, Chicago Title and Trust Company personally are responsible to the local holder or holders of record and the owner or owners of any indebtedness or claim hereunder, shall be liable to such persons, hereby conveyed for the payment thereof, by the instrument of the form hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the instrument, if any.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee aforesaid, has caused these presents to be sealed by its Assistant Vice President and corporate seal to be affixed thereto and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,

By *Wm. H. Johnson* ASSISTANT VICE PRESIDENT
Attest *John C. Chapman* ASSISTANT SECRETARY

Corporate Seal
STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal APR 21 1978 Date

Wm. H. Johnson Notary Public

The instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 324871

THE NORTHERN TRUST COMPANY

BY *S. J. O'NEILL* SECOND VICE PRESIDENT TRUSTEE

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Notarial Seal

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTALLMENT NOTE SECURED BY THIS
TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE
NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR
RECORD

END OF RECORDED DOCUMENT