



# UNOFFICIAL COPY

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which, with the property hereinafter described, as 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 in a priority with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including exhaust ducts, restrictive fireproofing, screens, window shades, storm doors and windows, floor coverings, mairor beds, axumps, stoves and water heaters, and 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 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, however, for the purposes, and upon the uses and trusts herein set forth.

**TRUSTEE'S UNDERSHOOD AND AGREED HIM**

1. To pay the indebtedness aforesaid 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 lien 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 notes; (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) refrain 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 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 satisfactory to the holders of the note, under 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

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MAIL TO:

THE NORTHERN TRUST COMPANY  
ATTN: ALFRED L. BOND  
50 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60675

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

175 E. DELAWARE PLACE  
UNIT 6110  
CHICAGO, ILLINOIS 60611

PLACE IN RECORDER'S OFFICE BOX NUMBER 980

polices 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 in connection therewith...

2. 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 presented...

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...

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 attorneys' fees...

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...

6. Upon, 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, and such receiver, if any, shall be then occupied as a homestead or not, and the Trustee hereunder may be appointed as such receiver...

7. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and as often as may be permitted for that purpose. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire as to the validity of the signatures or the identity, capacity or authority of the signatories on the note or trust deed...

8. Trustee shall release this trust deed and the lien hereof 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...

9. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument and any other instrument recorded or filed in case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust...

10. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

11. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the trust deed is released. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

12. THE PROVISIONS OF THE "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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13. Upon partial or total condemnation of the premises and upon demand of the Holder of the Note, the Mortgagee shall pay over to the Holder all or such portion of the proceeds thereof as may be demanded by the Holder, and all such proceeds so 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 Mortgagee 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. Mortgagee 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 Mortgagee 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 Mortgagee shall be required.

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THIS TRUST DEED 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 assuming any liability on the said Trust Party or on said Chicago Title and Trust Company personally to pay the said note or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any covenant or other 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 or security hereunder, and that so far as the Trust Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder or holders of said note and of the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the grantor, if any.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereunto affixed 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. M. J. Sullivan* ASSISTANT VICE PRESIDENT  
Attest *Charles J. [unclear]* 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 5 1978 Date  
*Rebecca K. [unclear]* Notary Public

Notarial Seal

IMPORTANT!  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED 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. 324871  
"THE NORTHERN TRUST COMPANY"  
*Joseph M. [unclear]*  
BY SECOND VICE PRESIDENT TRUSTEE

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