

25415641

THIS INSTRUMENT WAS PREPARED BY:
TRUST DEED
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

COOK COUNTY CLERK
FILED IN RECORD

1990 APR 27 PM 2 00

25415641

THE ABOVE SPACE FOR RECORDERS USE ONLY

COPY DES 3/16/80

THIS INDENTURE, made March 13, 1980, between MAE COHEN, married to David Cohen, and ESTHER PELLER, a Widow, herein referred to as "Mortgagors," and THE NORTHERN TRUST COMPANY,

an Illinois banking corporation located 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 hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) Dollars, evidenced by one certain Instalment Note herein referred to as "Note" of the Mortgagors of even date herewith, made payable to BERNER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 12.25 % per annum in installments as follows: THREE HUNDRED SIXTY-EIGHT AND NO/100 (\$368.00) Dollars on the 5th day of May, 1980 and THREE HUNDRED SIXTY-EIGHT AND NO/100 (\$368.00) Dollars on the 5th 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 5th day of April, 2009.

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on the unpaid principal balance and the remainder to principal and all of said principal and interest are to be made payable at such banking house or trust company in the City of 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 Trust Company 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 agreement 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 and all of their estate, right, title and interest therein situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

SEE LEGAL DESCRIPTION ATTACHED

1245 MAIL

25415641
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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 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, 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 in 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.

It Is Further Understood and Agreed That:

1. Mortgagors shall (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 mechanics, 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 Note; (4) comply 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 ordinance 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 or as authorized by the Holders of the Note.
2. Mortgagors 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 Holders of the Note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm and such other hazards or contingencies as the Holders of the Note 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 compliance 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 shall deliver all policies, including additional and renewal policies, to Holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. In case of loss, Trustee may, but need not, collect and receipt for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.

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LEGAL DESCRIPTION OF UNITS

Unit 11C in the 1339 N. Dearborn Condominium is delineated on a survey of the following described real estate:

Parcel 1:

Sub-Lot 5 in Assessor's Division of Lot 8 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; also

Parcel 2:

The North 25 feet of the West 139.29 feet (except that part thereof dedicated for public alley and also except the 2 feet lying North of and adjoining said alley dedicated to Katherine P. Isham) of Lot 7 of Bronson's Addition to Chicago, a subdivision of the Northeast quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; also

Parcel 3:

Sub-Lot 6 in Assessor's Division of Lot 8 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; also

Parcel 4:

That part of the North 25.00 feet of Lot 7 of Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, lying East of the West line and its Northerly extension of the public alley dedicated by Document Number 132784 Recorded May 2, 1877 now vacated and lying West of the Southerly extension of the East line of Lot 5 in Assessor's Division of Lot 8 of Bronson's Addition to Chicago aforesaid, excepting from the above described property that part dedicated by said Document 132784 all in Cook County, Illinois; also

Parcel 5:

That part of the public alley dedicated by Document 132784 (now vacated) lying north of the south line of the North 25.00 feet of Lot 7 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian;

all in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No.25383595; together with its undivided percentage interest in the common elements.

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.

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.

4. In case Mortgages shall fail to perform any covenants herein contained, Trustee or the Holders of the Note may, but need not, make full or partial payment or perform any act hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior mortgages, if any, and pay, have, discharge, compromise or settle any tax lien or other lien or claim or claim thereof, or collect from any tax sale or forfeiture affecting said premises or collect any tax or assessment. All moneys paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorney's 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 without demand thereon at the same rate of interest per annum as is provided for said principal indebtedness. Fraction of Trustee or Holders of the Note shall not be considered as a waiver of any rights accruing to them on account of any default hereunder on the part of Mortgages.

5. 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 officer 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.

6. Mortgages shall, as each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Holders of the Note, 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 at immediately in the case of default in making payment of any installment of principal or interest on the Note, or if when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. 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 debt 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 fee, appraiser's fees, outlays for documents, and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to amount to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, records of title and similar data and assistance with respect to title as Trustee or Holders of the Note may deem to be reasonably necessary either to prosecute such suit or to conduct a sale to holders of 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 same rate of interest per annum as is provided for said principal indebtedness, when paid or incurred by Trustee or Holders of the Note in connection with any proceeding, including probate and bankruptcy proceedings, by which either of them shall be a party, either a plaintiff or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or by preparations for the commencement of any suit by the foreclosure hereof, or the actual or prospective commencement of such suit, or by any other preparation, or by any other proceeding, or by the actual or prospective commencement of any suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosing sale of the premises shall be distributed and applied in the following order of priority: First, to the payment of all taxes and expenses incident to the foreclosing proceedings as mentioned in the preceding paragraph hereof, second, to the payment of all other liens 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 surplus to Mortgages, their heirs, legal representatives or assigns of the rights hereof.

9. 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 and preserve such appointment may be made either before or after such foreclosure, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the ownership of the premises or whether the same shall be then occupied as a home, and the Trustee hereunder may be appointed as such receiver, and 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 the receiver, so appointed for the intervention of such receiver, would be entitled to collect the rents, issues and profits, and all other powers which may be necessary or advisable in such cases for the protection, preservation, control, management and operation of the premises during the whole of said period. The Trust Deed hereby secured hereby authorizes the receiver to apply to the net amount of such rents in payment in whole or in part of (1) The indebtedness secured hereby, or (2) any other indebtedness secured by this Trust Deed, or (3) any other secured indebtedness of other lien which may be or become a lien on the premises or the security hereof, provided such application is made prior to the expiration of the deficiency in case of a sale and a deficiency.

10. If not satisfied or total condemnation of the premises and other, division of the premises by the Mortgages shall pay over to the Holders of the Note all or such portion of the proceeds thereof as may be demanded by the Holders, and such payment shall be applied on the principal and accrued interest of the Note as may be elected by the Holders and without payment of penalty.

11. No action for the enforcement of the lien of any provision hereof shall be subject to any defense, which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

12. Trustee or the Holders of the Note shall have the right to inspect the premises at all reasonable times and to access thereto shall be given to the Trustee.

13. Trustee has the duty to examine the title, location, existence, condition, of the premises, but shall Trustee be obligated to inspect the Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder or for any loss or damage, or any gross negligence or malfeasance or that of the agents or employees of Trustee, and shall require indemnities satisfactory to the Trustee concerning all power herein given.

14. Trustee shall release this Trust Deed and the lien hereof by proper instrument upon presentation of abstract or certificate of title and become secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to any of the request of any person who shall either before or after maturity of the Note, produce and exhibit to Trustee the Note representing that all indebtedness hereby secured has been paid, which representation Trustee may give only if such person, whose release is requested of a successor Trustee, such successor Trustee may accept a duplicate Note herein described and which bears a certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed by the person herein designated as the maker thereof, and when the release is requested of the original Trustee and 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 the persons herein designated as maker thereof.

15. Trustee may request by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the instrument shall be recorded or filed, in case of the resignation, inability or refusal to act of Trustee, Chicago Title and Trust Company, Chicago, Illinois, as Successor Corporation, shall be Successor in Trust and in case of its resignation, inability or refusal to act, the then Recorder or Registrar of Titles 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 Title or name or shall be entitled to reasonable compensation for all acts performed hereunder.

16. Any Title, Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons, parties, heirs, assigns of the said Mortgages, and the said Mortgages, who used herein and all persons, parties, heirs, assigns of the said Mortgages, and all persons, parties, heirs, assigns of the said Mortgages, whether or not such persons shall have executed the Note or this Trust Deed.

17. Without the prior written consent of the Holders of the Note, the Mortgages shall not convey or encumber title to the Premises in violation of the terms hereof, which shall be conclusively as provided in the Note for breach of this covenant, and no delay in such action after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in or acceptance of any occupant other than those so named.

18. Mortgages shall pay promptly when due the assessments made by the Board of Directors, "1339 North Dearborn Condominium Association" for the expenses as provided in its By Laws.

19. Each request, notice, authorization, direction or demand hereby required or permitted shall be in writing and the mailing thereof by registered mail to Mortgages at 1339 North Dearborn Street, Unit 11-C, Chicago, Illinois, or if Trustee is the intended recipient, to Trustee at 50 South La Salle Street, Chicago, Illinois, shall be sufficient service thereof on date of mailing, and no notice to any assignee or grantee of Mortgages shall be required. (Paragraph #20. See Rider)

20. The Occupant of the Premises shall be ADRIAN COHEN or the Mortgages. The Holders of this Note may elect to accelerate as provided in the Note for breach of this covenant, and no delay in such action after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in or acceptance of any occupant other than those so named.

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11-11-11

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Subscribed and sworn to before me on this 25th day and year first above written

Mae Cohen (seal) Esther Peller (seal)

STATE OF ILLINOIS

County of Cook

Notary Public in and for and residing in said County in the State aforesaid. DO HEREBY CERTIFY THAT

MAE COHEN, married to David Cohen, and ESTHER PELLER, a Widow,

who 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 a Notarial Seal this 25th day of March A.D. 1982

Roy Frankel
Notary Public

<p>IMPORTANT</p> <p>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.</p>	<p>The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. <u>325520</u></p> <p>THE NORTHERN TRUST COMPANY, Trustee.</p> <p>by <u>Roy Frankel</u> Second Vice President Assistant Secretary</p>
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D NAME : **The Northern Trust Company**
 E STREET : **50 So. La Salle Street**
 I CITY : **Chicago, Il. 60675**
 V Attn: **Roy Frankel**
 E
 R
 Y

OR

INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 980

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

1339 North Dearborn Street, Unit 11-C
 Chicago, Illinois

END OF RECORDED DOCUMENT