

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25 489 002

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE WITNESSETH, That The Cosmopolitan National Bank of Chicago as
 Trustee Under Trust #24635 dated March 16, 1979, not personally
 (hereinafter called the Grantor), of 801 North Clark Street, Chicago, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Fifty One Thousand (\$51,000.00) Dollars
 in hand paid, CONVEYS AND WARRANTS to Alan I. Boyer
 of 501 North Lincoln Avenue, Chicago, Illinois
(No. and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City
 of Chicago County of Cook and State of Illinois, to-wit:

A006589

22/90

SEE SCHEDULE OF PROPERTY ATTACHED

Plat #1:

Units 2A, 16H and 16A in the 1339 N. Dearborn Condominium as 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.

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Property of Cook County Clerk's Office

PCL #2: Unit number 503-2 in the 501 Belmont Condominium, as delineated on a survey of the following described real estate:

Lots 1 and 2 in block 3 in Kimball Young's Subdivision of the North 10 acres of the East Half of the Northwest Quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document Number 25127373; together with its undivided percentage in the common elements.

PCL #3:

Unit Number 103 in the 2007 North Sedgwick Condominium, as delineated on a survey of the following described real estate:

Parcel 1: Lots 12 and 13 in the subdivision of the west 1/2 of Lot 7 in Block 31 of the Canal Trustee's subdivision of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also:

Parcel 2: Lots 5 in Lindgren Woldmers and Sees Resubdivision of Lots 1, 2, 3, 4, and 5 in the subdivision of Lots 14, 15, 16 and 17 in the subdivision of the west 1/2 of Lot 7 in Kuhn's subdivision of Block 31 in the Canal Trustee's subdivision of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 24909585 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PCL #4:

Unit 18 in the 2225 North Halsted Condominium, as delineated on a plat of survey of the following described real estate: Lots 13, 14, 15, 16 and 17 in the Subdivision of the West 1/2 of Block 9 in Canal Trustees' Subdivision of part of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document Number 25314949; together with its undivided percentage interest in the common elements.

PCL #5:

Unit 202, as delineated on Plat of Survey of the following described parcel of real estate:

Lots 25, 26, 27, and 28 in Husted's Subdivision of South part of Block 13 in Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

which Plat of Survey is attached as Exhibit "A" to Declaration of Condominium made by Central National Bank in Chicago, as Trustee under Trust Agreement Dated December 2, 1977, and known as Trust Agreement Number 22873 recorded in the Office of Recorder of Deeds of Cook County, Illinois as Document Number 24256262, together with its Undivided Percentage Interest in the Common Elements (excepting therefrom all the property and space comprising all the Units thereof) as set forth in said Declaration. Commonly known as Unit 202 in the 2201 North Cleveland Condominium.

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Plat 6: Units 705 and 805 in the 3110 N. Sheridan Condominium as delineated on a survey of the following described real estate:

Parcel 1:

Lot 12 and the south 5 feet of Lot 11 (except the east 7 feet of said premises taken for widening Lake View Avenue) in Block 5 in Braukman and Gehrekes subdivision of the south $\frac{1}{2}$ of the north $\frac{1}{2}$ of the north east fractional $\frac{1}{4}$ of the north west fractional $\frac{1}{4}$ of Section 28, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The east 145 feet of Lot 1 in Brosseau's subdivision of Lots 21 to 24 in Culvers addition to Chicago, being a subdivision of the south 20 rods of the north 60 rods of the north west $\frac{1}{4}$ and the south $\frac{1}{4}$ of the north east $\frac{1}{4}$ of the north west $\frac{1}{4}$ of Section 28, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 25288427; together with its undivided percentage interest in the common elements and together with the exclusive right to the use of Parking Space P-71, a limited common element, as delineated on the survey attached to the Declaration of Condominium aforesaid, recorded as Document No. 25288427.

Plat #7:

Unit No. 158-4C in the Huron-Wells Condominium, as delineated on a survey of the following described real estate:

Parcel 1:

The South 20 feet of Lot 1 in Block 2 in Newberry's Addition to Chicago, a subdivision of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the North East $\frac{1}{4}$ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, also:

Parcel 2:

The West 19 feet of Lot 13 and the East 3 feet of Lot 14 in Block 2 in Newberry's addition to Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, also:

Parcel 3:

The West 22 feet of Lot 14 in Block 2 in Newberry's Addition to Chicago in Section 9, 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. 25206179; together with its undivided percentage interest in the common elements; and parking space P-1, a limited common element, as delineated on survey attached as Exhibit A to the Declaration of Condominium recorded aforesaid.

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5/11/80

Property of COSMOPOLITAN NATIONAL BANK OF CHICAGO

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This ~~MORTGAGE~~ ^{Trust Deed} executed by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO 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 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO 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 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and 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 guarantor, if any.

IN WITNESS WHEREOF, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, 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 Trust Officer-Assistant Cashier, this 3rd day of June, A.D. 19 80.



THE COSMOPOLITAN NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid and not personally,
BY [Signature]
Assistant Vice President

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

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 Trust Officer-Assistant Cashier, of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer-Assistant Cashier 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 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO for the uses and purposes therein set forth, and the said Assistant Trust Officer-Assistant Cashier then and there acknowledged that said Assistant Trust Officer-Assistant Cashier as custodian of the corporate seal of said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, caused the corporate seal to be affixed to said instrument as said Assistant Trust Officer-Assistant Cashier's own free and voluntary act and as the free and voluntary act of said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial Seal, this 6th day of June, A.D. 19 80.



[Signature]
NOTARY PUBLIC

Property of Cook County

COOK COUNTY RECORDS
FILED FOR RECORD

Edw. H. Olson
RECORDER OF DEEDS

1980 JUL 17 5 11 PM '80 25489002

Hereby releasing and waiving all rights under and by virtue of the Home Loan Exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor The Cosmopolitan National Bank of Chicago, not individually but as trustee as aforesaid, justly indebted upon collateral installment principal promissory note bearing even date herewith, payable

in monthly installments of \$1,500.00 commencing on July 1, 1980 at the rate of 10% per annum over the prime rate with a final payment of the unpaid principal and interest on June 1, 1981.

The undersigned does hereby waive any and all rights of redemption from sale under any judgment or foreclosure under Chapters 77, Section 18-18(f) of the Illinois Revised Statutes.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured, for express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees orlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: The Cosmopolitan National Bank of Chicago T/U/T 24635

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Charles Kaplan of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor, this 3rd day of June, 1980

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, not individually but as (SEAL) Trustee Under Trust No. 24635 dated March 16, 1979 (SEAL)

This instrument was prepared by Alan I. Boyer, 221 N. LaSalle St., Chicago, IL (NAME AND ADDRESS)

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 The Cosmopolitan National Bank of Chicago, 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, The Cosmopolitan National Bank of Chicago, 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 the holder or holders of said principal or interest notes hereof, 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 The Cosmopolitan National Bank of Chicago, individually, shall have no obligation to see to the performance or nonperformance 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, The Cosmopolitan National Bank of Chicago, 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 Trust Officer-Assistant Cashier, the day and year first above written.

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally,

By _____ ASSISTANT VICE-PRESIDENT
 Attest _____ ASSISTANT TRUST OFFICER-ASSISTANT CASHIER

STATE OF ILLINOIS }
 COUNTY OF COOK } SS. _____
 a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____
 Assistant Vice-President of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, and

Assistant Trust Officer-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 Assistant Vice-President, and Assistant Trust Officer-Assistant Cashier, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer-Assistant Cashier then and there acknowledged that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said 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 _____ day of _____ A. D. 19____

 Notary Public

25 439 002

BOX 533
 BOX NO.
 SECOND MORTGAGE
 Trust Deed

TO _____

GEORGE E. COLE
 LEGAL FORMS