

2011



TRUST DEED

25527418

COOK COUNTY RECORDS  
FILED FOR RECORD

JUN 28 2011

*Edward J. O'Neil*  
RECORDER OF DEEDS

25527418

CTC7

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 18, 1980, between Robert Samuel Simon,  
Divorced and not since remarried

Devon Bank

herein referred to as "Mortgagor," and ~~DEVON BANK~~ an Illinois corporation doing business in  
Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT WHEREAS the Mortgagor is justly indebted to the legal 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

Sixteen Thousand Eight Hundred & 00/100-----Dollars,  
evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF  
BEARER

and delivered, and by which said Note the Mortgagor promise to pay the said principal sum and interest  
from \_\_\_\_\_ on the balance of principal remaining from time to time unpaid at the rate  
of 10 3/8 per cent per annum in installments (including principal and interest) as follows:

One Hundred Fifty Seven & 18/100-----Dollars or more on the 1st day  
of August 1980, and One Hundred Fifty Seven & 18/100-----Dollars or more on  
the 1st 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 1st day of July 2005. 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 10 3/8 per cent per annum, and all 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 Devon Bank, 6445 N. Western  
in said City.

NOW, THEREFORE, the Mortgagor 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 agreements herein contained, by the Mortgagor  
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  
present 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 City of Chicago COUNTY OF  
Cook AND STATE OF ILLINOIS, to wit:

UNIT 1327-16 IN ADDISON COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE  
FOLLOWING DESCRIBED REAL ESTATE: THE WEST 10 FEET OF LOT 7, ALL OF LOTS  
8, 9, 10, 11 AND 12 (EXCEPT THE WEST 5 FEET THEREOF) IN BLOCK 2 IN OLIVER'S  
SUBDIVISION OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 20, 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. 25341194, TOGETHER WITH ITS UNDIVIDED  
PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

1. Grantor also hereby grants to trustee, 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.
2. This trust deed is subject to all rights, easements restrictions, condi-  
tions, covenants, and reservations contained in said Declaration for the  
same as though the provisions of said Declaration were recited and stip-  
ulated at length herein.

1401191... G-7# 62.85.4805  
SEAL ON 1/11/11

25527418

Office

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

This Document Prepared by:  
Jean Mark Devon Bank  
6445 N. Western Ave.

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which, with the property hereinafter described, is referred to herein as the "premises,"  
TOGETHER with all improvements, accessories, 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 secondarily 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, door coverings, insular beds, awnings, screens and water fixtures. 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 (a) for apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting a 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 terms 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagors the day and year first above written.

[ SEAL ]

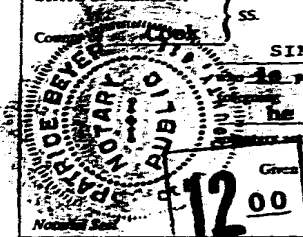
[ SEAL ]

STATE OF ILLINOIS.

I, Patricia M. Beyer  
SS. a Notary Public in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY  
THAT Robert Samuel Simon, DIVORCED AND NOT  
SINCE REMARRIED

is personally known to me to be the same person whose name is subscribed to the instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18<sup>th</sup> day of July 1980.  
Patricia M. Beyer Notary Public



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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be 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 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) make no material alterations in said premises except as required by law or municipal ordinance.

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 or windstorm (and flood damage, where the lender is required by law to have its loans 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 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.

4. In case of default therein, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim (thereof, or redeem from any tax sale or forfeiture affecting 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 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 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 post maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. 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 title or claim thereof.

6. Mortgagors shall pay 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, as if without notice to Mortgagors, 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors 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 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, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after or by (of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar title and assurance 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 title and assurance 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate 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 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.

8. The proceeds of any foreclosure sale of the premises shall be distributed as follows: First, on account of all costs and expenses incident to the foreclosure proceedings, including all 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 surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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 said premises. Such appointment may be made either before or after sale, without a sale, and without regard to the validity or invalidity of Mortgagors at the time of application for such receiver, and without regard to the terms 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, and such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit as well as during any sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any sale and a deficiency, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other proceeds which may be necessary or accrue in such cases for the preservation, 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 part or in whole or in part of: (a) The indebtedness secured hereby, or by any decree enforcing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) A deficiency in case of a sale and a deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party answering same in an action at law upon the same liability secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and all access thereto shall be maintained for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obliged to record this trust deed or to execute any power herein given 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 accept the signatures as satisfactory to it before executing any power herein given.

13. Trustee shall receive this trust deed, if duly presented 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 in interest, such successor must sign as acceptor as the person who herein described any note which bears an identification number purporting to be of the same issue as a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be so guaranteed by the person herein designated as the assignee hereof; and where the release is requested of the original issue and it has in its face its identification number on the note described herein, it may accept as the person who herein described any note which may be so guaranteed and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as assignee hereof.

14. Trustee may sign 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, disability or refusal to act of Trustee, the then Registrar 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before executing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. \_\_\_\_\_  
**CHICAGO TITLE AND TRUST COMPANY,**  
Trustee.  
By \_\_\_\_\_  
Assistant Secretary/Assistant Vice President

MAIL TO: **DEWEN BANK**  
6445 N. Western Avenue  
Chicago, Illinois  
 PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
**BOX 533**

# UNOFFICIAL COPY

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SEE RIDER ATTACHED AND MADE A PART HEREOF TRUST DEED DATED July 1, 1980

"If there shall be any change in ownership of the premises covered hereby without the consent of the holder of the Note secured by this Trust Deed, the entire principal balance and all accrued interest shall become due and payable at the election of the holder of the Note and foreclosure proceedings instituted thereon. A Lease with option to purchase, a contract to sell the real estate, or an assignment in part or in whole of the beneficial interest in a Land Trust owning the real estate shall be deemed a change in ownership for the purposes of this covenant."

25527418

MAIL

END OF RECORDED DOCUMENT