

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 26, 1979, between
Slawomir Z. Szczepanski and Cynthia E. Szczepanski, his wife,
herein referred to as "Mortgagors," and
THE NORTHERN TRUST COMPANY,

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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 Installment Note
hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal
sum of SEVENTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$77,500.00)
Dollars, evidenced by one certain Installment Note herein referred to as "Note" of the Mortgagors of even date
herewith, made payable to BEARER 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 10.50% per annum in installments as follows:

SEVEN HUNDRED THIRTEEN AND 00/100 (\$713.00)
Dollars on the 15th day of August, 1979, and
SEVEN HUNDRED THIRTEEN AND 00/100 (\$713.00)
Dollars on the _____ day of each month hereafter until said Note is fully paid, except that the final pay-
ment of principal and interest, if not sooner paid, shall be due on the 15th day of July, 2004.

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 a 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 RIDER ATTACHED

UNIT 3002 IN THE 5455 EDGEWATER PLAZA CONDOMINIUM, AS DEFINED
ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE SOUTH 242 FEET OF THE NORTH 875 FEET OF THE
EAST FRACTIONAL HALF OF THE NORTH EAST 1/4 OF SECTION 1,
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 24870735, TOGETHER WITH
ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HEREBY GRANTS TO THE 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 DECLARATION OF CONDOMINIUM,
AFORESAID, AND MORTGAGOR RESERVES THE RIGHTS AND EASEMENTS SET
FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING
PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT SAID RIGHTS
AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING
PROPERTY.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID
DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID
DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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Property of Cook County, Illinois

COOK COUNTY, ILLINOIS
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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 time 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, 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 building 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 water and fire loss mechanics, or other heat 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, subject 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) complete 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 ordinances with respect to the premises and the use thereon; (6) make no material alterations in said premises except as required by law or as authorized by the Holder of the Note.
2. Mortgagors shall pay before any tenancy 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 issued by companies of repute, and shall pay the cost of replacing or repairing the same or so 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 policies 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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4. In case Mortgagors 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 hereinafore required by any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest or either on prior encumbrances, if any, and purchase, discharge, compromise or settle any claims or title or claim thereof, or defend from any tax or forfeiture affecting said premises or control any tax or assessment paid for any of the purposes herein authorized, and may, but need not, pay any taxes or assessments or interest or principal or any other moneys advanced by Trustee or the Holders of the Note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, and any additional such moneys secured hereby and shall become immediately due and payable without notice and with interest thereon at the same rate of interest per annum as is provided for said principal indebtedness, the action of Trustee or Holders of the Note shall never be considered a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

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 authority or any other source of inquiry into the accuracy of such bill, statement or estimate or of any tax, assessment, sale, forfeiture, tax lien or claim thereon.
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, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of the 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 hereon. In any suit to foreclose the lien hereon, they 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 attorney's fees, Trustee's fees, sale and appraisal fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances 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 the condition of the Note, and any additional indebtedness secured hereby and including 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 (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 secured hereby, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose which has not actually commenced, or (c) preparations for the defense of any suit for the foreclosure hereof 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 that secured by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; 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 notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be sold or otherwise disposed of, and the Trustee hereunder and without regard to the then value of the premises or whether the same shall be sold or otherwise disposed of, and the Trustee hereunder 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 deficiency, during the full statute of limitations for the collection of such rents, issues and profits, or not, as well as during any further period which may be necessary or usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may, in its discretion, appoint a receiver to collect the net income in his rents, issues and profits, and all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of other lien which may be or become superior to the lien hereof or of such decree, provided such appointment is made prior to foreclosure sale.
10. The deficiency or total condemnation of the premises and upon demand of the Holder of the Note, the Mortgagor shall pay over to the Holder of the Note 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.
11. 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 who took 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 access therein shall be permitted for that purpose.
13. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise the power herein given unless expressly obligated by the terms hereof. Trustee shall not be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct of that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before assuming any power herein given.
14. Trustee shall execute this Trust Deed and the lien thereof 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 to the record of the person who shall either before or after maturity thereof, produce and exhibit to Trustee in Note, representing that all indebtedness hereby secured has been paid, which release shall be in any form which bears a certificate of satisfaction of the Note and which purports to be executed by the person herein designated as the person in substance with the authority to execute the same, and where the release is requested of the original trustee and it has been executed by the person designated in the Note described herein, it may also be executed by the person herein designated as the person in substance with the authority to execute the same, and which purports to be executed by the person herein designated as making the release.
15. Trustee may retain in its instrument in writing filed in the office of the Recorder or Trust Company, Chicago, Illinois, an Illinois corporation, in case of the resignation, disability or refusal to act, of Trustee, a Successor in Trust, and in case of its resignation, disability or refusal to act, the Successor in Trust shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.
16. 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" 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 have executed the Note or this Trust Deed.
17. Without the prior written consent of the Holders of the Note, the Mortgagor shall not convey or encumber title to the Premises. The Holders of the Note may elect to sue the Mortgagor for breach of this covenant, and no delay in such election after actual or constructive notice of such breach shall be considered a waiver of acquiescence in any such conveyance by encumbrance.

18. Mortgagors shall pay promptly when due the assessments made by the Board of Managers, "5455 Edgewater Plaza 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 Mortgagors at 5455 N. Sheridan Road, Chicago, IL, Unit 3002, or if Trustee is the intended recipient, to Trustee at 50 S. LaSalle Street Chicago, IL, shall be sufficient service thereof on date of mailing and no notice to any assignee or grantee of Mortgagors shall be required.

Witness the hand S and seal S of Mortgagors the day and year first above written.
Slawomir Z. Szczepanski (w) Cynthia E. Szczepanski (w)
Slawomir Z. Szczepanski (w) Cynthia E. Szczepanski (w)

STATE OF ILLINOIS
County of Cook
I, Notary Public in and for and residing in the County in the State aforesaid, DO HEREBY CERTIFY THAT Slawomir Z. Szczepanski and Cynthia E. Szczepanski, his wife, who are personally known to me to be the same persons whose names are in the instrument, appeared before me this day in person and acknowledged that they executed the said instrument as their free and voluntary act, in full view and purpose, and release and waive of the right of homestead.

GIVEN under my hand a Notarial Seal this 6th day of July 1978.
Richard Waldoch, Notary Public in and for the State of Illinois.
The instrument Note mentioned in the above Trust Deed is identified here with under Identification No. 32-359.
THE NORTHERN TRUST COMPANY, as Trustee.
Richard Waldoch, Assistant Secretary.

IMPORTANT
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.
D E L I V E R Y
NAME: The Northern Trust Company
STREET: ATTN: Richard Waldoch
CITY: 50 S. LaSalle Street
INSTRUCTIONS: Chicago, Illinois 60675
RECORDER'S OFFICE BOX NUMBER: OR 980
FOR RECORDER'S OFFICE PURPOSES: INSERT STREET ADDRESS IF ABOVE DESCRIBED PROPERTY IS IN Unit 3002, 5455 N. Sheridan Road, Chicago, IL.

END OF RECORDED DOCUMENT

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