

UNOFFICIAL COPY

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25059226

This form and conditions attached hereto constitute the instrument to be recorded. A fee is required for each additional instrument.

TRUST DEED

This Mortgage is executed by the American National Bank and Trust Company 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 American National Bank and Trust Company 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 First Party or on said American National Bank and Trust Company of Chicago 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago 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, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally.

By: *Thomas Michaels*
President
ATTEST: *Peter Johansen*
Assistant Secretary

25059226

STATE OF ILLINOIS/
COUNTY OF COOK



Wiliana R. Moore, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS MICHAELS, Vice-President of the AMERICAN NATIONAL BANK

AND TRUST COMPANY OF CHICAGO, and Peter Johansen, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this JUL 19 1979 day of A. D. 19

Peter Johansen
Notary Public

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

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) 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 thereof; (6) 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 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 ~~XXXXXXXXXXXXXXXX~~ 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 thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage 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 the ~~XXXXXX~~ default interest rate/

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, and 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, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Turrens 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 such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the ~~XXXXXX~~ interest rate/ which 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) preparation 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 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 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 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 then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. 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 times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing 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; (2) the deficiency in case of a sale and 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 interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted 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 obligated to record this 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, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to itself before exercising any power herein given.

13. Trustee shall release 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 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 trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon 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 persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the 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 makers thereof.

14. Trustee may resign 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, inability or refusal to act of Trustee, the then Recorder 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 to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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 "note," when more than one note is used.

16. In the event that the Mortgagors shall suffer or permit all, or any portion of the premises to be transferred, conveyed, assigned, encumbered or hypothecated in any manner without in each instance obtaining the prior written consent of the Holders of the Mortgage Note, at the option of the Holders of the Mortgage Note and without notice to the Mortgagors, all unpaid indebtedness secured by this Trust Deed shall immediately become due and payable.

17. The Mortgagors hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

18. - 19. and 20. (See Rider of Three (3) Pages attached hereto and made a part hereof).

** default interest rate

interest rate/

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IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 111111

CHICAGO TITLE AND TRUST COMPANY, Trustee.

By *Dorothy Bailey* Trust Officer / Ass't Sec'y / Ass'n. Pres.

MAIL TO: THIS DOCUMENT WAS PREPARED BY, AND IS TO BE MAILED TO: ROBERT H. SHADUR NEWMAN, STAHL & SHADUR 180 N. LA SALLE STREET - Suite 2910 CHICAGO, ILLINOIS 60601

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

BOX 533

PLACE IN RECORDER'S OFFICE BOX NUMBER

15-111

R I D E R

THIS RIDER, attached to and made a part of that certain Trust Deed dated July 19, 1979, between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee, under Trust Agreement dated April 24, 1978, and known as Trust No. 42679, as Mortgagors, and Chicago Title & Trust Company, as Trustee.

18. All right, title, and interest of the Mortgagors in and to all present leases affecting the premises, including and together with any and all future leases upon all or any part of the premises, and together with all of the rents, income, receipts, revenues, issues, and profits from or due or arising out of the premises have been transferred and assigned simultaneously herewith to the Holders of the Mortgage Note as further security for the payment of the indebtedness under the provisions of a certain instrument captioned "Assignment of Rents and Leases", of even date herewith, the terms, covenants, and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein. All future leases affecting the premises shall be submitted by the Mortgagors to the Holders of the Mortgage Note for its approval prior to the execution thereof. All approved and executed leases shall, at the option of the Holders of the Mortgage Note be specifically assigned to the Holders of the Mortgage Note by instrument in form satisfactory to the Holders of the Mortgage Note. All or any of such leases shall, at the option of the Holders of the Mortgage Note, be paramount or subordinate to this Trust Deed.

NEWMAN, STAHL
& SHADUR
ATTORNEYS AT LAW

The Mortgagors expressly covenant and agree that: if the Mortgagors, as lessor under any lease or leases so assigned, fail to perform and fulfill any term, covenant, condition, or provision

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in said lease or leases on its or their part to be fulfilled, at the time and in the manner in said lease or leases provided; or if the Mortgagors suffer or permit to occur any breach or default under the provisions of any assignment of any such lease or leases given as additional security for the payment of the indebtedness secured hereby; or if the Mortgagors fail to perform or fulfill the terms, covenants, or provisions in said lease or leases required to be performed or fulfilled by it or them as tenant thereunder; or if the Mortgagors fail to fully protect, insure, preserve, and cause continued performance or fulfillment of the terms, covenants, or provisions, which are required to be performed by the lessee or lessor of any other lease or leases hereafter assigned to the Holders of the Mortgage Note pursuant to the foregoing requirement; or if the Mortgagor, without the prior written agreement of the Holders of the Mortgage Note, permit or approve an assignment by any lessee of the said lease or leases or a subletting of all or any part of the premises demised in the said lease or leases; then in any such event, at the option of the Holders of the Mortgage Note, and without notice to the Mortgagors, such breach or default shall constitute a default hereunder and all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Mortgage Note or in this Trust Deed to the contrary, become due and payable as in case of other defaults.

In the event the Mortgagors, as the lessor in said lease or leases, shall neglect or refuse to perform, observe, and keep any of the covenants, provisions, and agreements contained in said lease or leases, the Holders of the Mortgage Note may perform and comply with any such covenants, agreements, and provisions, in which event all costs and expenses incurred

NEWMAN, STAHL
& SHADUR
ATTORNEYS AT LAW

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by the Holders of the Mortgage Note in complying with such covenants, agreements, and provisions, shall become a part of the principal indebtedness secured by this Trust Deed and shall be payable to the Holders of the Mortgage Note on demand with interest at the default interest rate set forth in the Mortgage Note.

19. Trustee shall release from the lien of this Trust Deed, "Unit", or "Unit," (as more specifically described in Exhibit "A" hereto attached), together with the respective percentage of interest in the common elements appurtenant thereto, provided that:

(a) Mortgagor is not in default under the terms and provisions of the Mortgage Note, this Trust Deed, or any other document or instrument given to secure the Mortgage Note; and

(b) Concurrently with the release of any of such "Units", Mortgagor shall have paid to Abacus Mortgage Investment Company that certain sum of money set forth opposite the designation of such "Unit" to be released in Exhibit "B" attached hereto.

20. The release described in Paragraph 19 hereof shall be deemed to constitute the prior written consent of the Holders of the Mortgage Note required under Paragraph 16 hereof.

NEWMAN, STAHL
& SHADUR
ATTORNEYS AT LAW

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EXHIBIT "A" to that certain Trust Deed dated July 19, 1979, between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, As Trustee, under Trust Agreement dated April 24, 1978, and known as Trust No. 42679, as Mortgagor, and CHICAGO TITLE & TRUST COMPANY, an Illinois Corporation, as Trustee.

LEGAL DESCRIPTION (As set forth in Paragraph 3 of the Title Commitment).

UNITS NUMBER 4'H, 1'D, 11'A, 3'J, IN THE 3800 LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREIN COLLECTIVELY REFERRED TO AS "PARCEL"):

PARCEL 1:

LOTS 'B' AND 'C' IN THE SUBDIVISION OF LOTS 1 AND 23 IN BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO IN THE NORTH WEST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PREMISES THAT PORTION THEREOF WHICH IS EMBRACED WITHIN THE STREET KNOWN AS SHERIDAN ROAD AS LOCATED BY THE PLAT RECORDED ON MARCH 5, 1896 IN BOOK 69 OF PLATS PAGE 41) IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 22 IN BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO BEING A SUBDIVISION OF LOTS 1, 2 AND 3 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37 IN PINE GROVE IN THE NORTH WEST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE 3800 LAKE SHORE DRIVE CONDOMINIUM ASSOC MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 24, 1978 KNOWN AS TRUST NUMBER 42679 AND RECORDED AS DOCUMENT NUMBER 24647550, TOGETHER WITH ITS UNDIV. PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B" to that certain Trust Deed dated July 19, 1979, between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee, under Trust Agreement dated April 24, 1978, and known as Trust No. 42679, as Mortgagor, and CHICAGO TITLE & TRUST COMPANY, an Illinois Corporation, as Trustee.

3800 LAKE SHORE DRIVE - LEASE PRICES

<u>Unit No.</u>	<u>Release Prices</u>
11-A	\$ 115,200.00
4-H	66,000.00
3-J	56,640.00
1-D	57,600.00

NEWMAN, STAHL
& SHADUR
ATTORNEYS AT LAW

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END OF RECORDED DOCUMENT