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TRUST DEED

25238126
1979 NOV 13 PM 1 14

J1910-018-9/77-15H

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 1, 1979, between Lake View Trust and Savings Bank, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated October 1, 1979 and known as trust number 5579, herein referred to as "First Party," and

LAKE VIEW TRUST AND SAVINGS BANK
an Illinois Corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed and delivered an instalment note bearing even date herewith in the Principal Sum of TWENTY THREE THOUSAND THREE HUNDRED and no/100 Dollars,

made payable to BEARER in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 10-3/4 per cent per annum in instalments as follows:

TWO HUNDRED TWENTY TWO and 08/100 Dollars (\$222.08) on the FIFTEENTH day of NOVEMBER 1979, and TWO HUNDRED TWENTY TWO and 08/100 Dollars (\$222.08) on the FIFTEENTH day of each and every 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 FIFTEENTH day of OCTOBER 1984. 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 instalment unless paid when due shall bear interest at the rate of 10-3/4 per cent per annum, and all of said principal and interest being made payable at such times at the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of LAKE VIEW TRUST AND SAVINGS BANK, 3201 North Ashland Avenue 60657 in Chicago, Illinois.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

SEE RIDER ATTACHED

00 MAIL

The Grantors shall deposit with the holder of the Note secured hereby on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises as shown by the grants of the last available bill. As taxes and assessments become due and payable, the holder of the Note secured hereby is authorized to use such deposits for the purpose of paying taxes and assessments and in the event any deficit exists in the amount of such deposits, the Grantors agree to pay any difference forthwith.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, assessments, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof, so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with all 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, inador beds, 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 First Party or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (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 mechanic's 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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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 Trustee for the benefit of the

NAME LAKE VIEW TRUST AND SAVINGS BANK
STREET 3201 North Ashland Avenue
CITY Chicago, Illinois 60657
OR
INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 146

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
420 West Belmont Avenue
Chicago, Illinois 60657

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THIS INSTRUMENT WAS PREPARED AND DRAFTED BY
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVENUE
CHICAGO, ILLINOIS 60657

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holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore set forth in any form and manner deemed expedient, and 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 thereon, or release 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 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 the rate of 10-3/8 cent per annum. 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 of the provisions of this paragraph.

2. 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 thereon.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, with standing 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) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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, cost of 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, guarantee policies, Torrens certificates, and similar data and arrangements 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 this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 10-3/8 cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including public 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.

5. The proceeds of any foreclosure 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 foregoing 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 First Party, its successors or assigns, as their rights may appear.

6. 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 regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the 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 is redemption or not as well as during any further times when First Party, its successors or assigns, 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 usual in such connection for the protection, preservation, 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 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 at any time after the filing of a bill to foreclose this trust deed.

7. 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.

8. 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 any power unless expressly obligated by or on behalf of the lender, and Trustee shall not be liable for any omission or neglect, 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 it before exercising any power herein given.

9. 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 received of a successor trustee, such successor trustee may accept as the genuine note herein described any note 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 on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate of identification 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 on behalf of First Party.

10. Trustee shall resign by instrument in writing filed in the office of the Recorder of Deeds 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 Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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THIS TRUST DEED is executed by the Lake View Trust and Savings Bank, 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 Lake View Trust and Savings Bank hereby warrants that it possesses full power and authority to execute the instrument herein contained and that the same shall be construed and performed as if the same were executed by the lender, and assuming any liability on the said First Party or on said Lake View Trust and Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and its successors or assigns, and hereby releasing, defending, indemnifying and holding harmless the said First Party and its successors and said Lake View Trust and Savings Bank personally as concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured thereby, and shall look solely to the proceeds of the property conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in all respects provided herein, to the extent of the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Lake View Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

LAKE VIEW TRUST AND SAVINGS BANK, Trustee as aforesaid and not personally,
 By *[Signature]* VICE-PRESIDENT
 Attest *[Signature]* ASSISTANT TRUST OFFICER

STATE OF ILLINOIS, I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
 COUNTY OF COOK, SPYROS D. XINTARIS
 Vice-President of the LAKE VIEW TRUST AND SAVINGS BANK, and
 GORDON R. REINHARD
 Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the instrument herein contained, 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 in 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 then and there released, defended, indemnified and held harmless said Assistant Trust Officer, as custodian of the corporate seal of said Bank, and said instrument as said Assistant Trust Officer's 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 18th day of October 1979
[Signature]
 Notary Public

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.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 4059
 LAKE VIEW TRUST AND SAVINGS BANK
 By: *[Signature]* Trust Officer

UNOFFICIAL COPY

LEGAL DESCRIPTION FOR MORTGAGE

Unit No. 12-H, as delineated on the survey of the following described real estate (hereinafter referred to as the "parcel"):

Parcel 1:

That part of Original Lots Twenty-seven (27) and Twenty-eight (28) in Pine Grove, a Sub-division of fractional Section Twenty-one (21), Township Forty (40) North, Range Fourteen (14), East of the Third Principal Meridian, bounded and described as follows, to wit:

Beginning at a point in the North line of Belmont Avenue (being a line 33 feet North of the South line of Original Lot 28 in Pine Grove) 250 feet West of the West line of Sheridan Road; thence North on a line parallel with the West line of Sheridan Road, 165 feet 6-1/2 inches to the line between Lots 27 and 28 in Pine Grove aforesaid; thence West on said line 9 feet 11 inches to a line 987 feet 8 inches East of and parallel with the East line of Evanston Avenue; thence North on said line 64 feet 0-1/2 inches to a point 101 feet 6 inches South of the South line of Melrose Street; thence East 110 feet 11-1/2 inches to a line extended South parallel with the West line of Lot 27 in Pine Grove aforesaid, from a point in the South line of Melrose Street, 148 feet 6-1/2 inches West of the intersection of the South line of Melrose Street with the West line of Sheridan Road; thence East 9 feet 0 inches more or less to a line 139 feet 7 inches West of and parallel to the West line of Sheridan Road; thence South on said line to a point in the North line of Belmont Avenue, 139 feet 7 inches West of the West line of Sheridan Road; thence West along the North line of Belmont Avenue, to the place of beginning;

which survey is attached as Exhibit "A" to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants made by LaSalle National Bank, as Trustee under Trust Agreement dated June 13, 1979 and known as Trust No. 101208, and recorded in the Office of the Cook County Recorder of Deeds as document no. _____, together with an undivided .32 % interest in said Parcel (excepting from said Parcel all the units thereof as defined and set forth in said Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and survey).

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 of Condominium Ownership and of Easements, Restrictions and Covenants.

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Cook's Office

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ALSO

Parcel 2:

Mortgagor also hereby grants to Mortgagee, its successors and assigns, all rights, if any, pursuant to easement for the benefit of Parcel 1 as created by the deed from Central National Bank in Chicago, a national banking association, as Trustee under trust agreement dated November 30, 1948 and known as Trust No. 1618, to Sherwin Willens, dated September 17, 1951 and recorded September 26, 1951 as document 15178919 for ingress and egress over the following described tract of land:

Beginning at a point in the South line of Melrose Street, 148 feet 6-1/2 inches West of the intersection of the South line of Melrose Street and the West line of Sheridan Road; thence South 101 feet 6-1/2 inches along a line parallel with the West line of Lot 27 in Pine Grove and 1098 feet 7-1/2 inches East of the East line of Evanston Avenue; thence East 9 feet more or less to a line 139 feet 7 inches West of and parallel to the West line of Sheridan Road; thence North along said line to the South line of Melrose Street; thence West on the South line of Melrose Street to the place of beginning, all being part of Original Lots 27 and 28 in Pine Grove, a Subdivision of fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

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