

UNOFFICIAL COPY

67 68 595 E
MAR 6 1980
25 583 404
THIS TRUST DEED BY
50 S. ...
CHICAGO, ILLINOIS 60675

COOK COUNTY RECORDS
FILED FOR RECORD
1980 MAR -8 PM 2:57

William H. Olson
RECORDED BY DEEDS
25383404

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 23, 1980, between JOHN C. PULASKI,
a Bachelor,
herein referred to as "Mortgagors," and
THE NORTHERN TRUST COMPANY,

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 Instalment Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of FIFTEEN THOUSAND NINE HUNDRED AND NO/100 (\$15,900.00) Dollars, evidenced by one certain Instalment 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 12.75 per annum in instalments as follows: ONE HUNDRED SEVENTY-SIX AND NO/100 (\$176.00)

Dollars on the 10th day of April, 19 80 and ONE HUNDRED SEVENTY-SIX and no/100 (\$176.00)

Dollars on the 10th 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 10th day of March, 2005.

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 agreements herein contained, by the Mortgagors 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 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 No. 1D Oakdale Towers Condominium
as delineated on the survey of:

Lot 6 and The East 16-2/3 feet of Lot 7 in Block 2 in Gilbert Hubbard's Addition to Chicago in the South East 1/4 of the North West 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. 25371311 together with its undivided percentage interest in the Common Elements as defined and set forth in the Declaration.

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 real estate set forth in the aforesaid Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the Declaration the same as though their provisions were recited and stipulated at length herein.

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Property of Cook County Clerk's Office

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 times 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, 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 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 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 or as authorized by the Holders of the Note.
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, windstorm and such other hazards or contingencies as the Holders of the Note may require 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. 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.

25-303-404

4. In case Mortgages shall fail to perform any covenants herein contained, Trustee or the Holders of the Note may, but need not make any payment of principal or interest or 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 foreclosure 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 hereon, shall be 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 same rate of interest per annum as is provided for said principal indebtedness, fraction of Trustee or Holders of the Note shall here be considered as a favor of any right accruing to them on account of any default hereunder on the part of Mortgages.

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 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. Mortgages 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 Mortgages, 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 Mortgages 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, or attorney's fees, Trustee's fees, appraiser's fees, outlays for documentaries 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 assistance 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 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 hereby secured; or (b) preparations for the commencement of any suit for 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 are due under the terms hereof of said indebtedness; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgages, their heirs, legal representatives or assigns, as their rights may be.
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 Mortgages 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 or Trustee 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 often during any further times when Mortgages, 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 of said period. The Court from time to time may authorize the receiver to apply to 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. Upon partial or total condemnation of the premises and upon demand of the Holder of the Note, the Mortgages shall pay over to the Holder all or 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 directed by the Holder and without prejudice 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 interposing 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 thereto 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 any power herein given and is expressly obligated by the terms hereof, not to be liable for any acts or omissions hereunder, except in case of the negligence or willfulness of the agents, employees of Trustee, and it may acquire indemnities satisfactory to it before exercising any power herein given.
14. Trustee shall release this Trust Deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may and hereby does 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 successor trustee, such successor trustee may accept as the genuine Note herein described any note which identifies the instrument purported to be executed by a prior trustee hereunder 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, or the release of the lien hereof may be requested of the Recorder or Registrar of Titles in which this instrument shall have been recorded hereon, in which case 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 by the persons herein designated as makers thereof.
15. Trustee may resign by instrument in writing filed with 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, Chicago Title and Trust Company, Illinois, an Illinois corporation, shall be Successor in Trust and in case of its resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust 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.
16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all 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.
17. Without the prior written consent of the Holders of the Note, the Mortgages shall not convey or encumber title to the Premises. The Holders of the Note may elect to accept as a provided in the Note for breach of this covenant, and no delay in filing after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.
18. Mortgages shall pay promptly when due the assessments made by the Board of Directors, "Oakdale Towers 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 Mortgages at 431 Oakdale, Unit 1-D, Chicago, Illinois, or if Trustee is the intended recipient, to Trustee at 50 South La Salle Street, Chicago, Illinois, shall be sufficient service thereof on date of mailing and no notice to any assignee or grantee of Mortgages shall be required.

25-583-4184

Witness the hand and seal of Mortgages the day and year first above written

John C. Pulasli

STATE OF ILLINOIS

Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT JOHN C. PULASKI, a Bachelor,

who is personally known to me to be the same person whose name is subscribed to the foregoing 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, in due and lawful release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 1st day of February A.D. 1970

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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 326378 THE NORTHERN TRUST COMPANY, as Trustee, by Richard Waldach, Second Vice President, Assistant Secretary

THE NORTHERN TRUST COMPANY
ATTN: ROY FRANKEL
50 So. LA SALLE STREET
CHICAGO, ILLINOIS 60675

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
431 Oakdale, Unit 1-D
Chicago, Illinois 60657

OR 980
RECORDER'S OFFICE BOX NUMBER