UNOFFICIAL COPY

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THIS INDENTURE, made

· TRUST DEED

COOK COUNTY, ILLINOIS FILED FOR RECORD stidney R. Olsen RECORDER OF DEEDS

1983 SEP 12 PH 12: 35

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CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

ade September 1, 19 83, between
THE CAMP COMPANY, INCORPORATED, an Illinois Corporation

والمتاريخين المستنادي المراكب المتاكرين

a corporation, organized under the laws of Illinois

, herein referred to as "Mortgagor,

 00

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of *Prime plus two (P + 2%) per cent in instalments (including principal and interest) as follows:

FIVE THOUSAND THREE HUNDR'D AND NO/100 (\$5,300.00)

Dollars on the 1st day of October 1983 am

1983 and FIVE THOUSAND THREE HUNDRED AND NO/100

Oblars on the 1st day of each at 1 every succeeding thereafter until said note is fully paid except that the final payment of principal and interest, if no sooner paid, shall be due on the 1st day of September 19 88. All such payments on account of the indebtedness riden ed 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 such per cent per annum, and all of said pri cipal 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 Beverly Bank

n said City.

NOW. THEREFORE, the Martgagor to secure the payment of the said p incipal and of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and age tenne is 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, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its trust eight, title and interest therein, situate, lying and being NCON Parcel 1 being in the City of Chicago , COUNTY OF Cook AND STATE OF ILLINOIS, MXXXXX and Parcel 2 Being in the Village of Clarendor Fills, County of DuPage and STATE OF ILLINOIS, to wit:

SEE RIDER ATTACHED

Parcel #1)

The East 200 feet of the following taken as one tract: -lackted Lots 1 to 9, inclusive, 17 to 24, inclusive, and the vacated public alley lying between said Lots, in Block 13, of Halsted Street Addition to Taskington Heights, being a Subdivision of Lots 1, 2 and 3 of the Subdivision of that part of the South East 1/4 of Section 5, Township 37 North, lange 14, East of the Third Principal Meridian lying East of the Chicago, Rock Island and Pacific Railroad, together with Lots 2, 3 and 4 of the Subdivision of that part of the North East 1/4 of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, lying East of the Chicago, Rock Island and Pacific Railroad.

Parcel #2)

Unit 407 of Lake Hinsdale Village Condominium Building J-C as delineated on the survey of Lot 3 of Clusters I and J of Lake Hinsdale Village, a Subdivision of part of the North West Quarter of Section 23, Township 38 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois which survey is attached as Exhibit A to the Declaration of Condominium Ownership of Lake Hinsdale Village Condominium Building J-C recorded in DuPage County, Illinois as Document #R73-57206 (the "Condominium Declaration"):together with the undivided percentage interest in the common elements appurtenant to said unit as set forth in Exhibit "B" to the Condominium Delcaration.

Grantor also hereby grants to grantee as rights and easements appurtenent to the above described real estate, the rights and easements for the benefit of said property set forth in the Condominium Delaration and in the Declaration of Covenants, Conditions, Restrictions and Easements for Lake Hinsdale Village recorded in the Office of the Recorder of Deeds, DuPage County, Illinois as Document #R70-38180, as amended by Supplementary Declaration to Lake Hinsdale Declaration recorded in DuPage County, Illinois as Document #R72-6680 (the "Lake Hinsdale Village Declaration").

Form 816 R 1-69 Tr. Deed, Corp., Instal.-Incl. Int.

Page 1

to time.

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Probability of Collings of Collings of Collings of Collings of Collings of Teal sea ter, by 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 Mortgagor, its successors and -Treasurer
In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to attested by its MASSEMM Secretary on the day and year first above written, pursuant to authority given by resulting the search of Directors Said resolutions further provide that the note herein described may be executed President and Secretary-Treasurer CORPORATE SEAL STATE OF ILLINOIS,

*Two (2%) per cent above Beverly Bank's prime interest rate in effect from tin

Form 816 R 1-69 Tr. Deed, Corp., Instal.-Incl. Int.

Cook

J. Richard Camp

Treasurer

Notarial Seal

-Treasurer as

Page 1

of said Company, personally known to me to be the same constant these President and Accounts Secretary respective signed and delivered the said instrument as their own free the uses and purposes therein set forth; and the said Account custodian of the corporate seal of said Company, did affix Secretary sown free and voluntary act and as the free and we

JETTEASUTET
The Surfer bersons whose names free same persons whose names free and voluntary act and it according to the same seal of the same

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Secretary Kipp President of the The Camp Company, Incorporated.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

THE COVENANTS. CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

1. Mortgagor 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 mechanic's ut 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 digcharge of such prior lien to Trustee or to holders of the note: (4) complete within a reasonable time any buildings or buildings now or at any time in process of effection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereoft (6) make no material alterations in said premises care as required by law or municipal ordinances with respect to the premises and the use thereoft (6) make no material alterations in said premises certain as required by law or municipal ordinances with respect to the arranges 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 hereander Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor 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 insutance commanies of moneys sufficient either to nay the cost of rendarion or renation the same or windstorm under policies providing for payment by the insutance commanies of moneys sufficient either to nay the cost of constances.

prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor 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 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 2as of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortg. on in 29 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 thereof, or redeem from any tax sale or forfeiture affecting said ... misses or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incutred in connection, acree the including atterneys' fees, and any other moneys advanced by Trustee of the holders of the note to protect the mortgaged premises and the lien hereof plu reasonable compensation to Trustee for each matter concerning which action herein authorized and all expenses paid or incutred in default in the content of the purpose sherien authorized and all expenses paid or incutred in payable, inclu

or in this Trust Deed to the con-ray, 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 "win shall occur and continue for three days in the performance of any other agreement of the Mortgagov herein contained.

7. When the indebtedness hereby secur a 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 frech e "which hereof, there shall be allswed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be performance of any one-ball of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evide (e.e., stenoeraphers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract" of the cities esarches and examinations title insurance policies. Tortens certificates, and similar data and assurances with tespect to title as Trustee or hole ers of he 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 of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become may additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when pay or in curred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptey proceedings, to which either of the major has payable, with interest thereon as the care an expense of the major has a payable, with interest shorter or not actually commenced: or (c) preparations for the con-control of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced:

8. The pro

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable tim 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 in mire in the validity of the signatures or the identity, capacity, or authority of the signatures on the note or trust deed, nor shall Trustee be obligated to recor, 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, each, it case of its own gross negligence or missional to that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before extracting any own process power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory, vir. a.e., at all indebtedness secured by this trust deed has been fully paid; and Trustee may accept at the release this trust deed has been fully paid; and Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept at the note herein described may note which bears an identification number purporting to be placed thereon by a prior trustee thereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as the maker there if, and where the release its requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the maker there of.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles in which this instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument in probability or refusal to act of Trustee, the then Recorder of Deeds of the country in which is probabily are situa

17. On Parcel 2, which is a condominium, all notices are to be sent to BEVERLY BANK

1357 West 103rd Street Chicago, Illinois 60643

Attention: Real Estate IMPORTANT

THE NOTE SECURED BY THIS TRUST DEFENDING BBX HORNES BED AND A Chicagos Titles and Afgusts Conspany BEFORE-THE-TRUST-DEED-IS-PIDED-ROS-BOOKDOX

Identification No. 1288000-04 BEVERLY BANK, Trustee Thus

MAIL TO

Beverly Bank 1357 West 103rd Street Chicago, Illinois 60643 FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT