### RECEIVED IN BAD CONDITION

		691	401 THIS	DOCUMEN	T IS BEI	NG RE-RE	CODED AN	D RE-ACKNO	WLEDG
Ma	133 <b>2</b>	TRUST	DEED	oireci , en	26 742	650			,
A.		OK W)	26 7	89 444	COOK CO	OUNTY, ILLIN FOR RECOR	ais D	Sidney R. RECORDER O	
13		<u> </u>	СТТС 1		THEREOVE	SPACE FOR BE	CORDER'S USE	ONLY	
dill	THIS INDENTUR	•	August 5,	19 83	between	EB.& HMB A	SSOCIATES	, an 1111nois	50.
10	herein refraid to		", and CHICAGO	TITLE AND T	RUST COMPA	ANY, an Illinois	s corporation d	oing business in Cl	icago,
	Illinois, nere in the THAT, WI ERFA described, sand I ga	erred to as TRU S the Mortgago all older or hole	STEE, witnessett ors are justly ind ders being herein	n: ebed to the le referred to as H	gal holder or lolders of the l	holders of the Note, in the Pri	principal <b>Fo</b> ncipal Sum of	Note herei	inafter
J	THOUSAND FOUR				-				LARS, ER OF
1-17-6	and delivered,  XXX as provid  XXX as provid  XXX cach year all of x  Said principal xXXI  the holders of the	RACE ASSUCTION and by led in and by led in a led	which said K  **MANACHANA **MA	Note EXCEPT Note EXCEPTION NOTE TO SELECT THE SELECT THE SUCh Banking he witing appoint	the Mortga Note In the 1st naturity at the ouse or trust o	day of each rate of 16 company in e of such appoi	to pay th  XXXX th month 20 X per co Chicago nument, then a	e said principal EXEMPLY XEX ES EXEMPLY Ent per annum, and Illin I the office of	sum XXXX in I all of ois, as
ÇX,	Terrace Assoc	ciates, 405 ORE, the Mortg	N. Wabash . Igors to secure the	Av 2., Plaza payment of the	said principal m	., Chicago, im of money mo	TT* POP	accordance with the	terms,
9	NOW, THEREF provisions and limital and also in considers WARRANT unto the lying and being in the	tions of this trust ation of the sum Trustee, its succe City of	deed, and the period of One Dollar in ssors and assigns, the Chicago	or ian tof the co t ind raid, the re re fellowing descr	venants and agreecipt whereof it ibed Real Estate COUN	ements herein co is hereby acknow and all of their e TY OF COO	ntained, by the lifedged, do by the state, right, title	dorigagors to be perfetese presents CONVE and interest therein, a AND STATE OF ILL	ormed. Y and situate, INOIS,
	to wit: Legal I	escription)	attached h	ereto as Ex	chibit A a	nd made a	part herec	f.	-
				*	$\bigcirc$			· V	
- [1	<u></u>	_			40				
	with final	•	1	150					
1	August 1	, 19_8	39_;	IJ		6			
M			<del>—.J</del>	\- <del></del>		1/X,			
773	THIS INSTRUME			ะบุบ	K COUNTY. ILED FOR RI			trey A. Classes	
	Peter B. Loug 180 North Las Chicago, Illi	alle Stree	t, Suite 270	oo <b>1983</b>	SEP 22 P	H 1: 17	C)	789444	•
É	P. =	I. 19	1-33-	208-	028-	1015		4	
Constant	which, with the proper TOGETHER wit for so long and during secondarily? and all at refrigeration (whether doors and windows, whether physically at mortgagors or their surface and the secondaries are set forth, free benefits the Mortgagor To HAVE AND the rein set forth, free benefits the Mortgagor This trust deed are incorporated the secondaries and the secondaries are set of the secondaries and the secondaries are secondaries are secondaries and the secondaries are secondaries and the secondaries are secondaries and the secondaries are secondaries are secondaries and the secondaries are secondaries and the secondaries are secondaries are secondaries and the secondaries are secondaries are secondaries are secondaries are secondaries are secondaries and the secondaries are secondaries are secondaries are secondaries are secondaries are secondaries and the secondaries are secondaries	g all such times a single units or or floor coverings, is tached thereto or coccessors or assigns TO HOLD the pr from all rights an s do hereby exper d consists of the ted herein by 1 ted herein by 1	s mortgagers may ent or articles how entrally controlled) mader beefs, awning r not, and it is agr shall be considered remises unto the as d benefits under an issly release and was live and can be a made and are eference and are	or hereafter there and ventilation, s, stoves and wa eed that all simil as constituting p id Trustee, its suid by virtue of the hibit. A enants, condities a part hereof a	cin or thereon usincluding (with ter heaters. All clar apparatus, et art of the real es recessors and assise Homestead Ex-	sed to supply he out restricting the of the foregoing quipment or article tate. igns, forever, for comption Laws of	at, gas, air condition for condition of the condition of	ioning, water, li at, p eens, window sh des, ee a part of said eal ced in the premise, d upon the uses and inois, which said right reverse side of this	trust
MARKET	assigns. *and the WITNESS the	he Rider at	tached here	iortgagors the d	ED	rst above writte & HMB ASSO eral partn	CIMIES, AN	Illinois	AL 1
		<del></del>		_ [ SEAL ]	By:	Valle	1 Blan	fre [SE	Ť
			1	_	,	Gener	al Partner		
]	STATE OF ILLINOIS		, <u>k</u> 2	Mara A.H	WE/Z				
Ĭ	STATE OF ILLINOIS		a Notary Publi	thara H.H.	siding in said Co	ounty, in the Stat	e aforesaid, DO I	EB & HMB	TKAT
Ĭ	STATE OF ILLINOIS.	·}ss.	i, <u>V.).</u> 2 Notary Publi <i>Helen F</i> SOCIATES, ar	in and for the re	siding in said Co	<u>artnersnip</u>	C: V: 1	EB & HMB	— Y
Ĭ		SS.  AS who is	SOCIATES, an personally know	in and for the red. Blazina 1. Blazina 1. Illinois 1. to me to be	general po	on Therenin	Hillipp, is	subscribed to	— Y
Ĭ		SS.  AS  who is  foregoing	SOCIATES, ar	in and for the red. Blazena Illinois n to me to be red before me the	general po	on Therenin	is	subscribed to	the gned,
Ĭ		SS.  AS  who is  foregoing	SOCIATES, an personally know instrument, appead delivered the said	in spd for the red. [5]azzna.  Illinois  n to me to be red before me the Instrument as	general protection the same person her	on Therenin	is	subscribed to	the gned,
Ĭ		SS.  AS  who is foregoing scaled an	SOCIATES, an personally know instrument, appead delivered the said	in and for the red. Blazena Illinois n to me to be red before me the	general protection the same person her	on Therenin	is	subscribed to	o the gned, acrein

THIS gen here Illin TH des TH evi BK and XX eac sai th: Te

Property of Cook County Clerk's Office COUNTY OF COOK in and for the residing in said county in the State DO HEREBY CERTIFITY THAT WILL DESCRIPTION OF THE PROPERTY GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

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

Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or bereafter on the premises which may become
d or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien
restly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the purpose superior, to
hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (3) complete secure

damaged or be used upon request exhibit satisfactory evidence of the discharge of such prior liefs to Trustee or to holders of the note; the bein hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liefs to Trustee or to holders of the note; the owner of the note of the note; the note of the note, and in case of moneys sufficient either to pay the cost of replacing or repairing the note of the note of the note, and in case of moneys sufficient either to pay the cost of replacing or note of the note of the note, and in case of moneys sufficient either to pay the cost of the note, and in case of moneys sufficient either to pay the cost of the note, and the note of the note, and the note of the note, and the note of the note of the note, and thad deliver all policies, including additional and research to the

and windstorm (name storm). The soil of replacing or explaining the same of up by distingent to the benefit of the holders of the hote, such rights to be evidenced by the standard mortrage clause to be attached to each policy, and shall deliver all policies, including additional and the hote, such rights to be evidenced by the standard mortrage clause to be attached to each policy, and shall deliver all policies, including additional and the hote, such rights to be evidenced by the standard mortrage clause to be attached to each policy, and shall deliver all policies, including additional and the hote, such clauses the standard mortrage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies of contract the standard mortrage clauses the standard mortrage clauses the standard mortrage clauses the standard mortrage clauses and the standard mortrage clauses and the standard mortrage compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale mortrage, promost and the lien hereof, plus reasonable compensation to frustee for each matter concerning which action herein authorized and the lien hereof, plus reasonable compensation to frustee for each matter concerning which action herein authorized may be taken, shall it so much additional indebtedness secured hereby and shall become immediately and payable without notice and with interest thereon straction of frustee or objects of matterior part of Mortrage.

3. The 11-stall of the standard part of Mortrage clauses the standard part of Mortrage clauses and the standard part of Mortrage clauses a

power herein given unless expressly obligated by the terms hereof, not be labble for any require indem ties a tistactory to it before exercising any power herein given or misconduct of that of the agents or employees of Trustee, and it may require indem ties a tistactory to it before exercising any power herein given.

The property of the property

See Rider attached hereto and made a part hereof

CHICAGO TITLE AND TRUST COMPANY. Assistant Secretary

MAIL TO: Sulmbra Kiguss and Jacoba 7 180 N. La Halle 1060g \_ \_\_\_\_\_

IMPORTANT!

Unit # 2M

BOX 533

2020 Lincoln Park West

Chicago, Illinois 60614

## UNOFEC A LOOPY RECEIVED IN BAD CONDITION

RIDER ATTACHED TO AND FORMING A PART OF A CERTAIN TRUST DEED DATED August 5, 1983 BETWEEN EB & HMB ASSOCIATES, an Illinois general pattership ("Mortgagor")

AND CHICAGO TITLE AND TRUST COMPANY ("Trustee") RE: UNIT 2M, 2020 LINCOLN PARK WEST CONDOMINIUM, 2020 LINCOLN PARK WEST, CHICAGO, ILLINOIS 60614

Rl. All notices required or permitted to be given to the holder of the Note and to the Mortgagor shall be in writing and shall be mailed by U.S. certified mail, return receipt requested, postage premid, addressed as follows:

If to Noteholae':

Terrace Associates 405 North Wabash Acque Plaza Level II Chicago, Illinois 60611

If to Mortgagor:

EB & HMB Associates c/o James Blazina 111 East Wacker Drive Suite 316 Chicago, IL 60601

Notice sent as required by this paragraph shall be deemed to have been given on the date of mailing. Either parly may change its address for notice purposes by giving rotice to that effect in the manner required by this paragraph, eccept that no such change of address notice shall be effective for ray purpose until actually received by the addressee theree

- R2. Mortgagor further covenants and agrees:
- (a) to pay his proper share of expense and administration, maintenance and repair of the Common Elements, and any other expense lawfully agreed upon or assessed or charged in accordance with the 2020 Lincoln Park West Condominium Declaration (the "Declaration"). A failure to pay any such charge or assessment when due shall be deemed a default hereunder.
- (b) to promptly perform all of the covenants and agreements to be performed by him pursuant to the terms of the Declaration, or any by-laws or co-owners' agreement relating to the property of which the premises are a part; and a default of such performance shall constitute a default hereunder.
- (c) without the prior written consent of the holder of the Note, not to vote in favor of any amendment to the Declaration which might adversely affect the lien of this Mortgage or which might change the character of the Condominium project, as said Noteholder may in its sole discretion determine.
- (d) if the Mortgage is in default (and after the expiration of any applicable grace periods), upon written notice by the holder of the Note, such holder shall be entitled to exercise all of the voting rights applicable to the Premises.

691401

26 742

8

### N RECEIVED OF BANKLOOD F

R3. To secure the obligation to pay all general real estate taxes, special assessments or other taxes allocable to the premises, Mortgagor promises to pay monthly to the holder of the Note, in addition to the payments required to be made under the Note, an amount equal to one-twelfth of the annual general assessments and other taxes. red estate taxes, special assessments and other taxes described above ("Tax Deposit") as estimated by said holder.

Install ment payments under this paragraph shall be made in such The filment payments under this paragraph shall be made in such manner as said holder may prescribe, so as to provide an amount sufficient to pay said taxes one month prior to the time said taxes become delinquent. In the event that the sum of the Tax Deposits paid as stated above is insufficient to pay said taxes when due, Mortgagor agrees to pay any deficiency immediately upon demand. Mortgagor hereby authorizes said holder to apply the Tax Deposits paid pursuant to this paragraph, or any part thereof, for the payment of such taxes. Mortgagor agrees that said holder shall nave no obligation to pay interest on any amounts paid pursuant to this paragraph and Mortgagor hereby expressly waives any right to claim interest or compensation in any form for funds held pursuant to this paragraph. Mortgagor agrees that said holder shall not be required to inquire into the validity or accuracy fany item before making payment of the same and that nothing herein contained shall be construed as requiring said holder to favance other monies for such as requiring said holder to sivance other monies for such purpose and said holder shall not incur any liability for anything it may do or omit to universumder.

R4. Mortgagor represents and agrees that this Trust Deed is a purchase money mortgage, given by Mortgagor to secure a portion of the purchase price for the premises die the holder of the Note, and that the premises constitute residential real property and the principal residence of Mortgagor AME

R5. As additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained herein, Mortgagor, as Landlerd, hereby assigns to the holder of the Note all of Mortgagor; right, title and interest as Landlord in and to all leases which now or hereafter affect the Premises. Any lease affecting the Premises shall contain the provision set forth in Section . 02 of the Declaration required to be in all leases of units

Mortgagor will not, without the prior written consent of the holder of the Note, (i) execute any assignment or pledge of any rents of the Premises and/or any leases of the Premises; (ii) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment; anv (iii) execute any lease which provides for a lease rental less than that customarily charged by lessors of comparable properties in the area; and (iv) execute any lease which provides for any rent concession in excess of an amount equal to one month's rent.

R6. Notwithstanding anything contained herein to the contrary, if Mortgagor shall (a) after ten (10) days' written notice, fail to pay any installment of principal then due under the Note, or any other payment due in accordance with the terms thereof or hereof; or (b) file a voluntary petition in bankruptcy or for reorganization under any bankruptcy code or any similar law, state or federal, whether now or hereafter

444

 $\approx$ Si

### RECEIVED IN BAD CONDITION

existing, or any answer admitting insolvency and such proceedings are not dismissed within thirty (30) days; or (c) be adjudicated a bankrupt, or a if trustee or a receiver shall be appointed for the Mortgagor or for all of the property of cottagor, or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or clayed on appeal or otherwise stayed within thirty (30) days; or (d) make an assignment for the benefit of creditors, or shall rd in writing his inability to pay his debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of his property or the major part thereof; or (e) fail to observe or perform any other of the covenants, agreements or conditions hereinabove or received by the Mortgagor, and such default shall continue for a period of the (10) days after receipt of written notice of such default from the holder of the Note, then and in every such case the whole of the indebtedness hereby secured shall, at once, at the option of the holder of the Note, become immediately due and payaul: without further notice to Mortgagor. If while any insulance proceeds or condemnation awards are being held by the holder of the Note to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the F emises, the holder of the Note shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, the holder of the Note shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by it over the amount of indebtedness then due event shall be returned to Mortgagor or any party entitled thereture without interest.

R7. Mortgagor also hereby grants to the Mortgagee, its successors and assigns, as rights and easements apportenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declarition of Condominium aforesaid. 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.

MORTGAGOR:

EB & HMB ASSOCIATES, an Illinois general partnership
By:

General Partner

\_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY Peter B. Loughman Greenberger, Krauss & Jacobs, Chartered 180 North LaSalle Street Chicago, Illinois 60601 IDENTIFICATION NO. 69140 CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

Assistant Secretary
Assistant Vice President

26 742 65

# UNDEFICIAL COPY RECEIVED IN BAD CONDITION

### EXHIBIT A

 ${\tt Unit}^{0.2M}$  in 2020 Lincoln Park West Condominium as delineated on a survey of the following described real estate:

Certain lots and parts of lots in Kuhn's Subdivision of the East half of Lot 7 in Block 31 in Canal Trustee's Subdivision and in Jacob Rehm's Subdivision of certain lots in Kuhn's Subdivision aforesaid, together with certain parts of vacated alleys adjoining certain of said lots, all in Lection 33, Township 40 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois;

which Su.v.y is attached as Exhibit D to the Declaration of Condominium Ownership of 2020 Lincoln Park West Condominium recorded as Document 25750909 together with its undivided percentage interest in the Common Elements.

25 769 444

691461

6 742 65

END OF RECORDED DOCUMENT