

# UNOFFICIAL COPY

TRUST DEED

1981 OCT 22 PM 2 24

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FORM B

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 22 1981, between

\*\* Frank Landon, A Bachelor\*\*

herein referred to as "Mortgagors," and

6445 N. Central

JOSEPH ROSENBERG

of ~~266 West~~ Chicago, Illinois 60646

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 One Thousand Two Hundred Sixty and No/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to READER

J & R Investment Co.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from ~~to be paid~~ payable ~~payable~~ in instalments as follows: One Hundred Five & No/100 (105.00)

Dollars on the 1st day of November 19 81 and One Hundred Five and No/100 (\$105.00)

Dollars on the same 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 1st day of October 1982. 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 ~~seven~~ ~~percent~~ per annum, and all of said principal 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 J & R INVESTMENT COMPANY, Chicago 3, Illinois 6445 N. Central Chicago, Ill. 60646

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, his 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: City Of Chicago

RIDER marked Exhibit "A" is attached hereto and expressly made a part hereof and sets forth the description of the real estate:

## EXHIBIT " "

UNIT No. 305 in LaSalle Terrace Condominium as delineated on a survey of the following real estate (hereinafter referred to as the "Development Parcel"):

Parcel 1: III  
The North  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of that part of the East  $\frac{1}{2}$  of Lot in Bronson's Addition to Chicago, lying West of LaSalle Street in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian (except that part dedicated for alley and except that part conveyed to the City of Chicago for the widening of North LaSalle Street in Cook County Illinois).

Parcel 2: III  
The South  $\frac{1}{2}$  of the North East  $\frac{1}{4}$  of that part of Lot 111 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, which lies between Wells Street and LaSalle as originally laid out and opened except that part of said premises dedicated for an alley and also except that part thereof lying between the West line of North LaSalle Street as originally laid out and opened and a line 14 feet West of and parallel with the West line of North LaSalle Street as originally laid out and opened conveyed to the City of Chicago by Deed recorded September 17, 1920 Document No. 10481422 in Cook County, Illinois.

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RIDER marked Exhibit "A" is attached hereto and expressly made a part hereof and sets forth the description of the real estate:

## EXHIBIT "A"

UNIT No. 305 in LaSalle Terrace Condominium as delineated on a survey of the following real estate (hereinafter referred to as the "Development Parcel"):

### Parcel 1:

The North  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of that part of the East  $\frac{1}{2}$  of Lot/in Bronson's Addition to Chicago, lying West of LaSalle Street in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian (except that part dedicated for alley and except that part conveyed to the City of Chicago for the widening of North LaSalle Street in Cook County Illinois.

### Parcel 2:

The South  $\frac{1}{2}$  of the North East  $\frac{1}{4}$  of that part of Lot 111 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, which lies between Wells Street and LaSalle as originally laid out and opened except that part of said premises dedicated for an alley and also except that part thereof lying between the West line of North LaSalle Street as originally laid out and opened and a line 14 feet West of and parallel with the West line of North LaSalle Street as originally laid out and opened conveyed to the City of Chicago by Deed recorded September 17, 1929, as Document No. 10481422 in Cook County, Illinois.

### Parcel 3

The South  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of that portion of Lot 111 lying between Wells Street and LaSalle Street and the North 12 feet of the East  $\frac{1}{2}$  of that portion lying between said Streets of Lot 112 in Bronson's Addition to Chicago (except those portions thereof taken for LaSalle Street by ordinance of January, 1859 and except that part thereof described as follows: lying between the West line of North LaSalle Street and a line 14 feet West of and parallel with the West line of North LaSalle Street) in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as Exhibit "C" to the Declaration of Condominium Recorded as No. 25012809 together with an undivided 76.175 percentage interest in the common elements (Excepting from said Parcel). The property and comprising all the units as defined and set forth in said declaration and survey) in Cook County, Illinois Mortgagor also hereby grants to Trustee, his 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.

This trust Deed is subject to all rights, easements, restrictions, conditions and reservations contained in said Declaration and in the Condominium Property Act of the State of Illinois, the same as though the provisions of said Declaration and Act were recited at length herein. All building lines, rights, easements, covenants, restrictions, requirements, reservations, limitations and conditions of record, including but not limited to any of the foregoing created or imposed by any recorded deed conveying all or any part of the development parcel.

Subject to a Mortgage dated June 8, 1979 and recorded June 20, 1979 as Document No. 25012809 made by Frank Landon, a bachelor, to Franklin Savings Association, a Corporation of Illinois, and J. & J. Investment Co. 6445 N. Central Ave., Chicago, Illinois  
To Joseph Rosenberg, Trustee

RIDER attached to and expressly made part of Trust Deed dated October 1, 1981 to Joseph Rosenberg, Trustee.

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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 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 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 premises 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.

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 mortgagors, their heirs, successors and assigns.

Witness the hand..... and seal..... of Mortgagors the day and year first above written.

.....[SEAL] *Frank Landon* [SEAL]  
.....[SEAL] Frank Landon [SEAL]

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STATE OF ILLINOIS,  
County of COOK  
Richard Rosenberg, a notary public residing in Lake County acting in and for COOK County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Frank Landon, 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, including the release and waiver of the right of homestead.  
GIVEN under my hand and Notarial Seal this 1st day of October A. D. 1981  
*Richard Rosenberg*  
Notary Public.

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

- 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 delay, 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 or charge to the 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.
- 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.
- 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 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 default therein, 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, 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 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 seven per 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 default hereunder on the part of Mortgagors.
- 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 of the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereof.
- 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 holder of the note without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary 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.
- 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, auctioneer's fees, outlays for documentary and export 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 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 this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with 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 the foreclosure hereof after accrual of such right to foreclose or to file or to commence or to prosecute or to defend or to defend any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 sale, to make and receive the proceeds of such sale and to apply the same to the payment of such debt, 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 of said period. Trustee or holders of the note 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 by this trust deed, 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 by such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 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.
- 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.
- 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 execute any papers hereunder unless expressly obligated by the terms hereof, nor shall Trustee 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 it before executing any papers hereunder.
- 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 execute and deliver the same 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 by 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 by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument 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 by the persons herein designated as makers thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds 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 or Registrar 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.
- 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.
- In case of the death, resignation, absence from the County, refusal or other inability of Trustee to act when required, then the Recorder of Deeds of the County in which the property subject of this Trust Deed is located, shall be and become, and hereby is appointed and made successor Trustee with like power and authority as is hereby vested in Trustee.

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**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. 2145 A

**JOSEPH ROSENBERG** as Trustee.  
*Joseph Rosenberg*

NAME | **JOSEPH ROSENBERG**  
 STREET | **6445 N. CENTRAL**  
 CITY | **CHICAGO, ILL. 60646**

OR

RECORDERS' OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDERS INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE  
 DESCRIBED PROPERTY HERE

RECORDED  
 1000  
 MAR 10 1968  
 CHICAGO, ILL.

END OF RECORDED DOCUMENT