

Property of Cook County

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 September, 1975

GEORGE E. COLE LEGAL FORMS

26085965

THIS INDENTURE, WITNESSETH, That First Bank and Trust Co., Palatine, Illinois, as Trustee u/t/a dated December 28, 1979, and known as Trust #10-1149 (hereinafter called the Grantor), of 35 N. Brockway, Palatine, Illinois (No. and Street) (City) (State)

for and in consideration of the sum of Five thousand one hundred fifty and 00/100 Dollars in hand paid, CONVEY ~~AND WARRANTS~~ to First Bank and Trust Co., Palatine, Illinois of 35 N. Brockway, Palatine, Illinois (No. and Street) (City) (State) and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago County of Cook and State of Illinois, to-wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

UNIT 8605 OF THE 175 EAST DELAWARE PLACE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER REFERRED COLLECTIVELY AS PARCEL): PARTS OF THE LAND, PROPERTY, AND SPACE BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LOCATED WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF A PARCEL OF LAND COMPRISED OF LOT 17 (EXCEPT THE EAST 16 FEET THEREOF) AND ALL OF LOTS 18 TO 28 INCLUSIVE, IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO LOTS 1 TO 4 INCLUSIVE, IN COUNTY CLERKS' DIVISION OF THE WEST 300 FEET OF THAT PART OF LOTS 16, 17, 18 AND 19 OF BLOCK 14 LYING EAST OF THE LINCOLN PARK BOULEVARD IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, CONVEYED BY DEED DATED JULY 27, 1973 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JULY 30, 1973 AS DOCUMENT 22418957, FROM JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, A CORPORATION OF MASSACHUSETTS, TO LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1973 AND KNOWN AS TRUST NO. 45450, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 175 EAST DELAWARE PLACE, CHICAGO, ILLINOIS, MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1973 AND KNOWN AS TRUST NO. 45450 AND RECORDED ON AUGUST 10, 1973 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22434263, TOGETHER WITH AN UNDIVIDED .07126 PER CENT INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS

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IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest

UNOFFICIAL COPY

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Property of Cook County Clerk's Office
MORTGAGE

IF ALL OR ANY PART OF THE REAL ESTATE OR AN INTEREST THEREIN IS SOLD OR TRANSFERRED BY THE GRANTORS WITHIN SIX MONTHS AFTER THE DATE OF RECORDING OF THIS INSTRUMENT, THE BANK MAY, AT ITS OPTION, DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor First Bank and Trust Co., Palatine, Illinois, as Trustee justly indebted upon one principal promissory note bearing even date herewith, payable to the order of First Bank and Trust Co., Palatine, Illinois, in the principal amount of \$5,150.00 with interest according to the tenor thereof.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and will interest same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees (outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: First Bank and Trust Co., Palatine, Illinois, as Trustee
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, Robert G. Hershendorff of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 5th day of December, 1921

This instrument was prepared by Gloria J. Richiardi, P. O. Box 249, Palatine, Illinois 60067
(NAME AND ADDRESS)

26085965

RECORDED
DEC 15 1921

Second... FIRST BANK AND TRUST COMPANY, PALATINE, ILLINOIS, not individually, but as Trustee, and... the power and authority conferred upon and vested in it as such Trustee (and said FIRST BANK AND TRUST COMPANY, PALATINE, ILLINOIS hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said party of the first part or on said FIRST BANK AND TRUST COMPANY, PALATINE, ILLINOIS individually to pay the said Note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said FIRST BANK AND TRUST COMPANY, PALATINE, ILLINOIS individually are concerned, the legal holder or holders of said Note and any persons to whom any indebtedness may be due hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided.

IN WITNESS WHEREOF, FIRST BANK AND TRUST COMPANY, PALATINE, ILLINOIS, not personally but as Trustee under the provisions of a Trust Agreement dated December 28, 1979, known as Trust Number 15-1149, has caused these presents to be signed by its Trust Officer and Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer this 5th day of December, A.D., 19 81.

26085965

FIRST BANK AND TRUST COMPANY, PALATINE, ILLINOIS
As Trustee as aforesaid and not personally,

BY: Robert G. Hershenhorn, Trust Officer

ATTEST: Gloria J. Richards, Assistant Trust Officer 11:00
DEC 17 1981

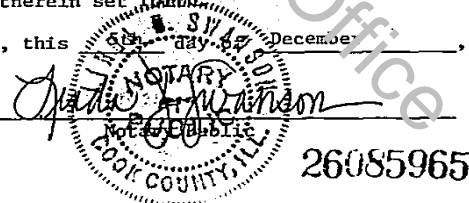


STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Linda D. Swanson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert G. Hershenhorn, Trust Officer, of FIRST BANK AND TRUST COMPANY, PALATINE, ILLINOIS, AND Gloria J. Richards, Asst. Trust Officer, Assistant Trust Officer, of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Trust Officer and Assistant Trust Officer, respectively, 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 as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst. Trust Officer then and there acknowledged that she, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as her own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____ December, A.D. 19 81.

11:00 E



State aforesaid DO HEREBY CERTIFY that _____
I, _____ a Notary Public in and for said County, in the _____
COUNTY OF _____
STATE OF _____
ss. _____