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26 095 679 TRUST DEED 6721 26 For use with Note Form 1448 The Above Space For Recorder's Use Only yeen Theodore D. Kuczek (Monthly payments including interest) THIS INDENTURE, made November 21, 1981 , between herein referred to as "Mortgagora", and Chicago Title Insurance Company, 111 W. Washington, Chicago, Illinois
herein referred to as "Trustee", winesseth: That, Whereas Mortgagors are justly indebted to the legal holder
of a principal promissory note, termed "Installment Note", of even date herewith, executed by Mortgagors, made
payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of
\$75,000 (Seventy-Five Thousand)

Dollars, and interest from January 23, \$75,000 (Seventy-Five Thousand) Dollars, and interest from January 23, 1981 on the balance of principal remaining from time to time unpaid at the rate of ten per cent per anomy, such principal un and interest to be payable in installments as follows: \$723.77 and 77/100) Dollars on the 23rdday of January, 1982, and \$723.77 and 77/100) Dollars on the 23rdday of January, 1982, and \$723.77 and 77/100) Dollars on the 23rdday of each and every month thereafter until said note is fully paid, except that the final payment of principal and in cases, if not sooner paid, shall be due on the 23rdday of Degember, 2002; all such payments on iccount of the indebtedness evidenced by said Note to be applied first to accrued and unpaid interest on the unpaid of the extent not paid when due, to bear interest after the days for payment, thereof, at the rate of twelveper cent per a un un, and all such payments being made payable at Chicago, 1111nois or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in "ne payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case "stault shall occur and continue for ten days in the performance of any other agreement contained in said Trust Deed (in which event election may be made at any time after the expiration of said Len days, without notice), and (aat all sarties thereto severally waive preformance of any other agreement contained in said Trust Deed (in which event election may be made at any time after the expiration of said Len days, without notice) and (aat all sarties thereto severally waive preformance of any other agreement contained in said Trust Deed (in which event election may be made at any time after the e NOW THEREFORE, to secure the payment of the said principal sum of municy and interest in accordance with the terms, provisions and limitations of the above mentioned and this Trust Deed, and the performance of the covenants and agreements herein contrained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar thand paid, the receipt whereof is hereby acknowledged. Mortgagors by these presents CONVEY and WalthANT unto the Trustee its or his accessors are assigns, the following described Real Estate, and all of the Tate, right, title and interest therein, situate, fying and being in the AND STATE OF ILLINOIS, to wit: City of Chicago . COUNTY OF Cook REFER TO LEGAL DESCRIPTION ATTACHED PERSON AND MADE AN INTEGRAL PART HEREOF. REFER TO ADDENDUM COVENANTS AT ACHED HERETO AND MADE AN INTEGRAL PART HEREOF AND IDENTIFIED BY THE SIGNATURE OF THE MORTGAGOR. which, with the property hereinafter described, is referred to herein as the "premi es,"

TOGETHER with all improvements, tenements, casements, and appurienances the roto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled the et evitable rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, tops atus, equipment or articles now or hereafter therein or thereon used to supply heat, pas, water, light, power, refrigeration and air or the indicated in the controlled), and ventilation, including (without restricting the foregoing), serens, wire we shade, swings, storm doors and windows, thour coverings, inadoor beds, stoves and water heaters. All of the foregoing are declared and age ed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and addit in and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their succe tors or a signs shall be part of the mortgaged premises. ratus, equipment or articles hereafter placed in the premises by Mortgagors or their succe tors of a signs shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 o. (*). It measted Exemption Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waye.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on pag. 2 '... r were side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though the: wer, here set out in full and shall be binding on Mortgagors, their leigh-successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

[Seal]

PRINT OR

THEODORE D RUCZek

THEODORE D RUCZek

THEODORE D RUCZek PLEASE PRINT OR TYPE NAME(S) BELOW BIGNATURE(S) Cook I, the undersigned, a Notary Public in and for in the State aforesaid, DO HEREBY CERTIEY that the form of the personally known to me to be the same person, whose name.

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subscribed to the foregoing instrument appeared before me this day in person, and we nowledged that ...he signed, scaled and delivered the said instrument as......his free and voluntary act, for the uses and purposes therein set forth, including the releasand waiver of the right of homestead. official seal, this 1924 ADDRESS OF PHOPERTY: 6007 N. Sheridan R Unit 13F, Chicago, Road Cornelius Pitt, Atty 1000 Skokie Blvd., Suite ADDRESS Theodore D. Kuczek Wilmette, Illinois 60091 Apr. 13F, 6007 N. Sheridan Chicago, Illinois 60660 RECORDER'S OFFICE BOX NO 0X 533 OR

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

I. Murtigagors shall (!) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebailed any buildines or improvements now or hereafter on the premises which may be counted amonged or be destroyed; (3) keep said premises free from mechanic's liens or fiens in favor of the United States or other liens or claims for lien and expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or claims for lien and expressly subordinated 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; (5) complete within a reasonable time any building to buildings now or at any time process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or builders of the note.

2. Moreavore, shall not before a constant or the process of the note.

holders of the note.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sever service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent detail hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

5. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or dames to be fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay "I cout of replacing or repairing the same or to pay in full the indefendence secured hereby, all in companies satisfactory to the holders of the note, much guids to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including addition (as possible providence). The providence of the note, and the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten day prior to the respective dates of expiration.

section of expectancy of expaning me, same or to pay in min the unquestioness accordingly and methods as the evidence by the standard mortgage clause to be attached to each policy, and stall deliver all policies, including additional as enewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than the case of insurance about to expire, shall deliver renewal policies not less than the case of insurance about to expire, shall deliver renewal policies not less than the case of the note ones, but need not, make any policies not less than the case of the note ones, but need not, make any last line or other prior includer of the note ones, but need not, make any last line or other prior includer of the note of the case of the note of the prior includer of the prior includer of the note of the note of the note of the prior includers of the prior of the or cases of the prior encountrations, if any, and purchase, the charge, compromise or settle any last line or other prior includers of the note of the note of the note that the note of the prior includers and the line interest, and may as or a seesament, All moneys tees, and may observe a seesament, All moneys tees, and may observe a seesament, all moneys tees, and may not on the prior the prior the note to protocct the mortgage drember and the line interest, plus gratomatic mass, and the line interest, and the prior the note of the prior that the note to protocct the note of the prior that the note of the prior that the note the protocct the note of the prior that the prior that the note of the prior that the prior that the prior that the prior that the prior

be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall ruste he obligated to record of this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, or he! able for any act or omissions hereinder, except in case of his own gross negligence or miscandact or that of the agents or emitor of the may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfa or evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof 's a' d at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal not; r.p. agenting is requested of a successor trustee, such successor trustee may accept as true without inquiry. Where it release certificate of identification purporting to be executed by a prior trustee there or which confurns in substance with the a's ripation herein contained of the principal note and which purports to be executed the persons herein designated as the makers the coff and which confurns in substance with the a's ripation herein contained of the principal note and which purports to be executed the remined and most substance with the described any note which representation for the release to requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal mate described herein, he may accept as the genuine principal note and which purports to be executed by the permitted and which purports to be executed by the permitted and which purports to be executed by the permitted and which purports to be executed by the permitted and which purports to be executed by the permitted and which purports to be executed by the permitted and which purports to be executed by the per

sons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in 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. Refere Carson or Dean Carson which the premises are situated shall be second Successor in Institute at situation in which the premises are situated shall be second Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor in Trust hereunder shall have the identical title, acts performed hereunder.

ts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or rough Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for a payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust leads.

IMPORTANT
LENDER, THE NOTE SECURED BY THIS BORROWER AND
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE
THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has to been identified herewith under Identification No. 2 Rose Wallwe

Chicago Title Insurance Company

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LEGAL DESCRIPTION

AND

ADDENDUM COVENANTS NUMBERS SIXTEEN TO TWENTY-ONE, ATTACHED TO THIS TRUST DEED DATED NOVEMBER 21, 1981, IN THE PRINCIPAL AMOUNT OF \$75,000 AND IDENTIFIED BY THEODORE D. KUCZEK, MORTGAGOR AND MADE AN INTEGRAL PART THEREOF.

LEGAL DESCRIPTION RIDER

UNIT NO. 13-F / delineated on survey of the following described parcel of real estate (hereinafter referred to as "Development Parcel"): Lots 6, 7, 8 and 9 (except the West 14 fer of said Lots) in Block 16; also all that land lying East of and adjoining said Lots 6, 7, 8 and 9 and lying Westerly of the West boundary line of Lincoln ank as shown on the plat by the Commissioners of Lincoln Park as filed for retord in Recorder's Office of Deeds of Cook County, Illinois, on July 16, 1911 a Document No. 10938695, all in Cochran's Second Addition to Edgewater, bein; a subdivision in the East fractional half of Section 5, Township 40 North, ange 14, East of the Third Principal Meridian, in Cook County, Illinois, which were is attached as Exhibit "A" to Declaration made by LaSalle National Bank as rustee under Trust No. 34662, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 20686341; and amended by Document No. 20765789 toge her with an undivided .2612% interest in said Development Parcel (excepting from said Development Parcel all the property and space comprising all the Units as defined and set forth in said Declaration and survey).

Covenant #16

The purchaser agrees that the Mortgagee has the right and power to declare the entire unpaid balance due and payable, if any interest legal or equitable, of this real estate is transferred, sold or otherwise disposed of without prior written consent of Mortgagee or payment in full, of the then remaining unpaid balance at the time of the proposed transfer and/or sale of the subject matter real estate. EXCEPTION: The Mortgagor reserves the right to lease, at any time, The Malibu Condominium Unit Apartment 13F.

Covenant #17

I further promise to pay to the Mortgagee on each monthly pryme in date an additional amount equal to 1/12th of the annual taxes and as ergments levied against the mortgaged premises, and 1/12th of the emual premiums for all insurance covering said premises, all as estimate; by the Mortgagee. Such money shall be placed in a Tax and Insurance account for the purpose of accumulating funds for the payment of said items, or any other indebtedness owing the Mortgagee.

Covenant #18

All payments received by the Mortgagee in accordance with the terms of this Note shall be applied first to the Tax and Insurance Account for required taxes and insurance, then to interest, and the remainder to principal.

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Covenant #19

This Mortgage secures the payment of Installment Note, bearing even date herewith to said Mortgagee on Real Estate therein described. All of the terms and conditions of said Installment Note are hereby incorporated and made an integral part of this Trust Deed, and any waiver of any payment or breach of any covenants under this Trust Deed, securing the Installment Note at any time, shall not, at any other time, be taken to be a waiver of the terms hereunder.

Covenar.c #20

The Moregager, his executors, administrators, heirs and representatives may at his or their option, make from time to time, partial prepayment or prepayments in addition to the installment payments provided for in said Installment. Note of even date herewith, the indebtedness of which is secured by chis Trust Deed; then in that event the monthly installment payment of Principal and Interest provided for in said Installment Note and under this Trust Deed shall be Reduced to the Amount required to amortized the then remaining unpaid Balance of Principal and Interest the Rate of 10% per annum over the remaining "Term" of this Indebtedness.

Dated at Chicago, Illinois ble 21st day of November, 1981.

- Mortgagor

The mailing address of the Mortgagee for the purposes of all notices required under the Illinois Condominium Property Acr is:

Chicago Title Insurance Company 111 West Washing on Street Chicago, Illinois 60.02

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No.

CHICAGO TITLE INSURANCE COMPANY, as Trustee

Wall

Agent

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COOK COUNTY ILLINOIS
FILED FOR RECORD

Sidney N. Oben RECORDER OF BEEDS 26095679

END OF RECORDED DOCUMENT