

# UNOFFICIAL COPY

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TRUST DEED 672126  
(ILLINOIS)  
For use with Note Form 1448  
(Monthly payments including interest)

26 095 679

12.00

The Above Space For Recorder's Use Only

THIS INDENTURE, made November 21, 1981, between Theodore D. Kuczek herein referred to as "Mortgagor", and Chicago Title Insurance Company, 111 W. Washington, Chicago, Illinois herein referred to as "Trustee", witnesseth: 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, 1981 on the balance of principal remaining from time to time unpaid at the rate of ten per cent per annum, such principal sum and interest to be payable in installments as follows: \$723.77 and 77/100 Dollars on the 23rd day of January, 1982, and \$723.77 Dollars on the 23rd 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 23rd day of December, 2002; all such payments on account of the indebtedness evidenced by said Note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the day for payment thereof, at the rate of twelve per cent per annum, and all such payments being made payable at Chicago, Illinois, 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 the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default 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 ten days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest. THIS IS A PURCHASE MONEY TRUST DEED. REFER TO INSTALLMENT NOTE SECURED BY THIS TRUST DEED FOR PREPAYMENT PRIVILEGES.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned 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, Mortgagors by this presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of any estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

REFER TO LEGAL DESCRIPTION ATTACHED HERETO AND MADE AN INTEGRAL PART HEREOF. REFER TO ADDENDUM COVENANTS ATTACHED HERETO AND MADE AN INTEGRAL PART HEREOF AND IDENTIFIED BY THE SIGNATURE OF THE MORTGAGOR.

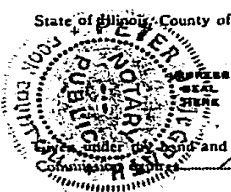
which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are to be collected primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, in-door beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD 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 of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

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

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

*Theodore D. Kuczek* [Seal] Theodore D. Kuczek [Seal]



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Theodore D. Kuczek* 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. 21st day of November, 1981

ADDRESS OF PROPERTY: 6007 N. Sheridan Road Unit 13F, Chicago, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED.

NAME Cornelius Pitt, Atty.  
MAIL TO: ADDRESS 1000 Skokie Blvd., Suite 660  
CITY AND Wilmette, Illinois 60091  
STATE

SEND SUBSEQUENT TAX BILLS TO: Theodore D. Kuczek  
Apt. 13F, 6007 N. Sheridan Rd.  
Chicago, Illinois 60660

OR RECORDER'S OFFICE BOX NO. BOX 533

DOCUMENT NUMBER



## 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 is 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 feet 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 Park as shown on the plat by the Commissioners of Lincoln Park as filed for record in Recorder's Office of Deeds of Cook County, Illinois, on July 16, 1921 as Document No. 10938695, all in Cochran's Second Addition to Edgewater, being a subdivision in the East fractional half of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by LaSalle National Bank as Trustee 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 together with an undivided .26124 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 payment date an additional amount equal to 1/12th of the annual taxes and assessments levied against the mortgaged premises, and 1/12th of the annual premiums for all insurance covering said premises, all as estimated 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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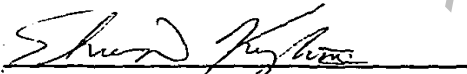
## Covenant #19

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.

## Covenant #20

The Mortgagor, 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 this 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 amortize the then remaining unpaid balance of Principal and Interest at the rate of 10% per annum over the remaining "Term" of this Indebtedness.

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

  
Theodore D. Kuczek - Mortgagor


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

Chicago Title Insurance Company  
111 West Washington Street  
Chicago, Illinois 60602

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 715740

CHICAGO TITLE INSURANCE COMPANY, as Trustee

By   
Agent

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1981 DEC 23 AM 10:35

*Sidney R. Olson*  
RECORDER OF DEEDS

26095679

END OF RECORDED DOCUMENT