

678418

TRUST DEED
26230208

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney K. Olson
RECORDER OF DEEDS

1982 MAY 14 PM 2:41

26230208

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

678-17-208
502-11-87

THIS INDENTURE made April 23, 19 82 between RJB I Limited, an Illinois general partnership,

1402

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth:
THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal ~~FOURTY-NINE~~ Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of FORTY-NINE THOUSAND SIX HUNDRED SIXTY-SEVEN AND NO/100

DOLLARS.

evidenced by one certain ~~FOURTY-NINE~~ Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~THE ORDER OF~~ TERRACE ASSOCIATES and delivered, in and by which said ~~FOURTY-NINE~~ Note the Mortgagors promise to pay the said principal sum ~~as provided in said~~ Note ~~as provided in said~~ Note as provided in said ~~FOURTY-NINE~~ Note ~~as provided in said~~ Note on the 1st day of each month ~~beginning~~ in each year all of said principal ~~sum~~ bearing interest after maturity at the rate of 16% per cent per annum, and all of said principal ~~sum~~ 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 Terrace Associates, 405 N. Wabash Ave., Plaza Level II, Chicago, IL. 60611

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money ~~and 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 full paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Legal Description attached hereto as Exhibit A and made a part hereof.

with final maturity on
April 1, 1987

LATER DATE UNIT

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE MAILED TO:

Peter B. Loughman, Esq.
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

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 not 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, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate 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, and Exhibit A. 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. *and the Rider attached hereto

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

By: [Signature] Subscribed and sworn to before me this RJB I Limited, an Illinois general partnership (SEAL)

By: [Signature] 10th day of May, 1982 (SEAL) By: Richard P. Brandstatter (SEAL) General Partner

STATE OF ILLINOIS [Notary Seal] Notary Public
I, [Signature], a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT [Signature], a general partner of RJB I Limited, an Illinois general partnership,

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.

Given under my hand and Notarial Seal this 26 day of April, 19 82.

Notarial Seal

[Signature] Notary Public

26230208

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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged 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 not expressly subordinated to the lien hereof; (c) 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 to Trustee or to holders of the note; (d) comply with all municipal ordinances with respect to the premises and the use thereof; (e) comply with all requirements of law or municipal ordinance.
2. 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.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 accordance 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.
4. 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 of any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon or redeem from any tax sale or foreclosure 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein. 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.
5. The 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 procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, BY CHECK OR BY CASH TO THE ORDER OF THE TRUSTEE OR TO THE ORDER OF THE HOLDERS OF THE NOTE, AND THE PAYEE SHALL NOT BE RESPONSIBLE FOR THE CASHING OF SUCH CHECKS OR THE DEPOSIT OF SUCH CASH TO THE ORDER OF THE TRUSTEE OR TO THE ORDER OF THE HOLDERS OF THE NOTE.
7. 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, appraiser's fees, outlays for documentary and expert 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to the title to the premises, and the cost of such title insurance policies, Torrens certificates, and similar data and assurances of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein when paid or incurred by Trustee or holders of the note in connection with (a) 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 security hereof, whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
8. 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 principal note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. 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 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 a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, 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. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, 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 of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.
10. 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.
11. 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.
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the power herein given unless expressly obligated by the terms hereof, nor shall Trustee be obligated to execute this trust deed or to exercise any negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to Trustee before exercising any power herein given.
13. Trustee shall release this trust deed and the lien thereof 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 a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, and whose representation Trustee may accept as true without inquiry. Where a release is requested to be placed thereon by a prior trustee, such successor trustee may accept as true the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee, the number of which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as 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 principal note and which purports to be executed by the persons 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 of Trustee, the then Recorder of Deeds of the county in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal of Trustee, the then Recorder of Deeds of the county in which this instrument shall have been recorded or filed, shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
15. 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 principal note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

See Rider attached hereto and made a part hereof

26230208

IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.
Identification No. 678418
CHICAGO TITLE AND TRUST COMPANY, Trustee.
By: [Signature] Assistant Secretary, Assistant Vice-President
MAIL TO: GREENBERG, KRAUSS & JACOBS, 180 NORTH LA SALLE STREET, CHICAGO, ILL. 60601, ATTN: BARBARA POWERS
FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
Unit # 23C
2020 Lincoln Park West
Chicago, Illinois 60614
PLACE IN RECORDER'S OFFICE BOX NUMBER 533

040682 PBL:dp 2506A
L-375-001

RIDER ATTACHED TO AND FORMING A PART OF
A CERTAIN TRUST DEED DATED April 23, 1982
BETWEEN RJB I Limited, an Illinois
general partnership ("Mortgagor")
AND CHICAGO TITLE AND TRUST COMPANY
("Trustee") RE: UNIT 23C, 2020 LINCOLN
PARK WEST CONDOMINIUM, 2020 LINCOLN PARK
WEST, CHICAGO, ILLINOIS 60614

R1. 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 prepaid, addressed as follows:

If to Noteholder:

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

If to Mortgagor:

RJB I Limited
c/o James A. Blazina
111 E. Wacker Drive, Suite 316
Chicago, Illinois

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

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.

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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 real estate taxes, special assessments and other taxes described above ("Tax Deposit") as estimated by said holder. Installment 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 have 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 of any item before making payment of the same and that nothing herein contained shall be construed as requiring said holder to advance other monies for such purpose and said holder shall not incur any liability for anything it may do or omit to do hereunder.

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 due the holder of the Note, and that the premises constitute residential real property, and the principal residence of Mortgagor. *RFB JEB*

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 Landlord, hereby assigns to the holder of the Note all of Mortgagor's 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 9.02 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; (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

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Office

existing, or any answer admitting insolvency and such proceedings are not dismissed within thirty (30) days; or (c) be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor or for all of the property of Mortgagor, 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 stayed on appeal or otherwise stayed within thirty (30) days; or (d) make an assignment for the benefit of creditors, or shall admit 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 hereinafter contained, required to be kept or performed or observed by the Mortgagor, and such default shall continue for a period of ten (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 payable without further notice to Mortgagor. If while any insurance 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 Premises, 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 hereunder shall be returned to Mortgagor or any party entitled thereto without interest.

R7. Mortgagor also hereby grants to the Mortgagee, its 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 Declaration 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

26230218

MORTGAGOR: RJB I LIMITED, an Illinois general partnership
BY: Richard P. Brandstatter
General Partner
BY: James A. Blythe
General Partner
BY: John E. Blythe
General Partner

THIS INSTRUMENT WAS PREPARED BY
Peter B. Loughman
Greenberger, Krauss & Jacobs,
Chartered
180 North LaSalle Street
Chicago, Illinois 60601

IDENTIFICATION NO. 678418
CHICAGO TITLE AND TRUST
COMPANY, TRUSTEE

By James A. Blythe
Assistant Secretary
Assistant Vice President

EXHIBIT A

Unit 23C 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 Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois;

which Survey 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.

Mortgagor also hereby grants to Mortgagee, their 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 Declaration of Condominium, aforesaid, and Mortgagor reserves to itself, its Successors and assigns, the rights and easements set forth in said Declaration for the benefit to the remaining property described therein. This Conveyance is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated herein.

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END OF RECORDED DOCUMENT