

TRUST DEED

1982 SEP 8 AM 10 19

Hawcock

26344564

SEP-8-82 6 3 THE ABOVE SPACE FOR RECORDERS USE ONLY

11.20

THIS INSTRUMENT, made August 9 1982, between

RICHARD HIMMEL AND ELINOR HIMMEL, his wife  
herein referred to as "Mortgagors," and  
AMALGAMATED TRUST & SAVINGS BANK

an Illinois banking 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 Instalment Note herein-  
after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of  
Two hundred fifty two thousand one hundred fifty----- Dollars (\$252,150.00,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of  
AMALGAMATED TRUST & SAVINGS BANK and delivered, in and by which said Note the  
Mortgagors promise to pay said principal sum plus simple interest from date of disbursement  
at the rate of \*\* per cent per annum in instalments of principal and interest as follows:  
Ten thousand dollars plus accrued interest ~~Dollars~~ (\$10,000.00 +),  
on the 1st day of September 1982 and a like amount of money  
on the 1st day of each 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 10th day of September 1983  
and the principal of each instalment unless paid when due shall bear interest at the rate of \*\*\* per cent  
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 AMALGAMATED TRUST & SAVINGS BANK in said City,

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NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, pro-  
visions and limitations of this trust deed, and the performance of the covenants and agreements hereinafter 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 WAR-  
RANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their right, title and interest therein, situate,  
lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

\*The mortgagors have hypothecated the real estate to Lubliner & Himmel, Inc. in order to secure a loan to Lubliner & Himmel, Inc. from Amalgamated Trust & Savings Bank in the amount of \$252,150.00 dated August 9, 1982.

\*\*Prime plus 2% fluctuating daily

\*\*\*Prime plus 7% fluctuating daily.

THIS IS A JUNIOR MORTGAGE

1100 MAIL ROOM  
This document prepared by  
WILLIAM E. NAVOLIN  
WEST MONROE STREET  
CHICAGO, ILLINOIS 60603

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. 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.

Richard Himmel [SEAL] Elinor Himmel [SEAL]  
Richard Himmel [SEAL] Elinor Himmel [SEAL]

STATE OF ILLINOIS, I Christine Pawlowski  
County of Cook ss. a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Richard Himmel and Elinor Himmel, his wife

who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they are the legal owners and delivered the said instrument as their 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 7th day of September 1982

Christine Pawlowski  
Notary Public  
MY COMMISSION EXPIRES OCTOBER 6, 1984

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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 waste, 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 to Trustee or to 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 repairs or replacement 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 date 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 herebefore 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 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 holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each immediately due and payable without notice and with interest thereon at the rate of        per cent per annum, in addition to Trustee or holders of the note's lien hereunder shall be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 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.
- Mortgagors shall pay, on the term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice, and without notice to Mortgagors, unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in the performance of any other agreement of the Mortgagors herein contained, and (b) when default shall occur and continue for three days.
- 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 of sale all expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, costs 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, exchange 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        per cent per annum, 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) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose 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.
- 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 items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof are secured in priority to that evidenced by this note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth,        per cent        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 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 usual 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: (1) 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 of or of 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 defenses which would not be good and available to the party interposing same in an action on 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 exercise any power herein given unless expressly obligated by the terms hereof, nor shall Trustee be liable for errors 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 exercising any power herein given.
- 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 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, 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 release of 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 Titles in which this instrument shall have been recorded, in case of the resignation, inability or refusal to act of Trustee, the then Recorder 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.
- The holders of the note secured by this trust deed, at their sole option, reserve the right to extend, modify or renew the note secured hereby at any time and from time to time. This trust deed shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this trust deed nor release the Mortgagors from personal liability for the indebtedness hereby secured. In the event of any extensions, modifications or renewals, extension agreements shall not be necessary and need not be filed.
- Mortgagors agree that until said note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors to the holders of the note, herebefore or hereafter incurred, and without regard to the nature thereof, shall have been paid in full, Mortgagors will not, without the prior written consent of the holders of the note (1) create or permit any lien or other encumbrance (other than presently existing liens and liens securing the payment of loans and advances made to them by the holders of the note) to exist on said real estate, or (2) transfer, sell, convey or in any manner dispose of said real estate.

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\*Prime plus 7% fluctuating daily.

**I M P O R T A N T**  
 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. \_\_\_\_\_

AMALGAMATED TRUST & SAVINGS BANK, as Trustee

by \_\_\_\_\_  
 Assistant Secretary  
 Assistant Vice President  
 Assistant Trust Officer

D E L I V E R Y  
 NAME William E. Navolio  
 STREET One West Monroe Street  
 CITY Chicago, Illinois 60606

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

Unit 4504  
 175 E. Delaware Place  
 Chicago, Illinois

OR  
 RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_



EXHIBIT A

UNIT 4504 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 10 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 .13672 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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END OF RECORDED DOCUMENT