TRUST DEED

1982 OCT 27 AM 10 29

26392634

BOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made KATHLETN & MILLER, His wi

82 , between JAY A. MILLER and

herein referred to as "Mortgagors," and

AMALGAMATED TRUST & SAVINGS BANK

an Illinois banking carporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the 'on tgagors are justly indebted to the legal holder or holders of the Instalment Note herein-evidenced by one certain Ins alr ent Note of the Mortgagors of even date herewith, made payable to the order of

AMALGAMATIO TRUST & SAVINGS BANK and delivered, in and by which said Note the Mortgagors promise to pay said principal sum plus **HERE** interest from date of disbursement at the rate of 16.21% per cent per in um in instalments of principal and interest as follows:

- Dollars (\$ 455.59 FOUR HUNDRED FIFTY-FIVE AND 59/100 --

19 82 and a like amount of money Catobar on the day of day of each horth thereafter until said note is fully paid except that the final on the payment of principal and interest, if not sooner vai ., shall be due on the 15th day of August and the principal of each instalment unless paid the due shall bear interest at the rate of per annum, and all of said principal and interest being nade 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 TRU' 1 & SAVINGS BANK in said City,

26392634

NOW, THEREFORE, the Mortgagors to secure the payment of the said princip 1 sw of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and ... e tents 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 scknowledged, do by these presents CONVEY and WAR-RANT unto the Trustee, its successors and assigns, the following described Real Estate of all of their estate, right, title and interest therein, situate.

lying and being in the City of Chicago country of CVK and state of ILI to wil: Unit Number 303, in the 1143 South Plymouth Court Contaminium, as deliniated on a survey of the following described real estate: AND STATE OF ILLINOIS.

Part of Lot 3 in Block 6 in Dearborn Park Unit Number 1, boung a Tosubdivision of sundry lots and vacated streets and alleys in and adjoining Blocks 127 to 134 both inclusive, in School Section Addition to Chicago in Section 16, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

Which Survey is attached as Exhibit A-2 to the Declaration of Condominion recorded as Document 25293723 together with its undivided percentate interest in the Common Elements, in Cook County, Illinois.

Delinquency charge on each installment in default for a period of not less than 10 days is 5% of the installment or \$5.00, whichever is less

h the property hereinafter described, is referred to herein as HERR with all improvements, tenements, easements, fixtures, and during all such times as Mortgagors may be entitled ther trily) and all apparatus, equipment or articles now or hereafter igeration (whether single units or centrally controlled), and we modern and whidows, foor coverings, inador beds, awnings, remaining the second of the second of the second of the year of the second of the second of the second of the year. It was not second of the second of the year of the second of the second of the second of the year. It was not second of the second of the year of the second of the second of the year. It was not second of the second of the year of the second of the second of the year. It was not second of the year of the year. It was not year of the year. It was not year of years year. It was not year year. It was not year. It was n

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 mort-

Wirness the hand. S... and seal. S.. of Mortgagors the day and year first above STATE OF ILLINOIS. a Notary Public in and for and residing in said County. In the State aforesaid, DO HEREBY CERTIFY THAT СООК JAY A. MILLER and KATHLEEN MILLER

who are personally known to me to be the same person S instrument, appeared before me this day in person and acknowledge delivered the said Instrument as their free set forth, including the release and waiver of the right of homes

This instrument prepared by Given under my hand and Notarial Seal this.

Thomas E. Raleigh One West Monroe Street Chicago, Illinois 60603

INST LOAN IND 06-324 1-78 1500

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

1. Mortangers 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 citisms 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 distantage of such prior lien to Trustee or to holders of the note; (3) complete that are not to the distance of the distanc

ce charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate ceepips therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment

thich 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 or windstorm 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 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 stundard 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 day's prior to the respective date 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, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from 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 holders of the note to protect the mortgaged premises and the labereof, 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 the rate of per cent per unnum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accounts 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 accord. ς to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, streem at or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Morty & a hall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms herof. At the option of the halders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this trust deed shall not withreful any three indepted in the case of dealers and the property of the case of the case

7. When the Ind bite ness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right in force lost to lie hereof, in any suit to forcelose the lien hereof, in their shall be allowed and included as additional indebt class in the decree for sat at expenditures and expenses which may be forced by or on behalf of Trustee or holders of the not and costs (which may be cit) ared as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searche and examinations, guarantee plus expenses certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonally a ressary 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 paragrap mentioned shall become so muc, ad, to only indebtedness secured hereby and invalidately and payable, with interest thereon at the rate of the condition of the conditions whether of the condition of the conditions of

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 osts and expenses incident to the foreclosure price lings, including all such items as are mentioned in the preceding paragraph hereof; second, all the lings which under the ferms hereof const. The entry of inchested are additional to that evidenced by the note with interest thereof as herein

ssigns, as their rights may appear.

9. Upon, or at any time after the filing of a bi, to fore-lose 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 air, 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 solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the shall be then occupied as a homestead or not and the Trustee hereunder may be applinted as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosur, suit and, in case of a said and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during an justice, times when Mortgagors, except for the intervention of such receiver, would be sion, 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 p. c. 1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be proposed to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of as it as if a deficiency.

10. No action for the enforcement of the lien or of any provision, or of 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; c red.

11. Trustee or the holders of the not

12. Trustee has no duty to examine the title, location, existence, or can tion f the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the erms hereof, nor be liable for any acts or omissions hereunder.

except in case of its own gross negligence or i to it before exercising any power herein given

13. Trustee shall release this trust deed not the lien thereof by proper limits nent upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and ded! or 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 n.m. epresenting that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a releas is "quested of a successor trustee may accept as the genuine note herein described any note which bears a certificate of its distinction purporting to be executed by a prior trustee may accept as the genuine note herein described any note which bears a certificate of a third trustee and the product of the content of the prior trustee of the p

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registian of T ties in which this instrument shall have been recorded on filed. In case of the resignation, inability or refusal to act of Trustee, the then Record 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, per so and authority as are herein given

15. This trust deed and all provisions percof, shall extend to and be binding upon Mortga ors a d all "ersons claiming under or through Mortgagors, and the word "Mortgagors" when used berein shall include all such person and all persons liable for the payment

16. The holders of the note secured by this trust deed, at their sole option, reserve the right to exter ... dify or renew the note secured hereby at any time and from time to time. This trust deed shall secure any and I renewals or extens, or of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon a d 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 prior 'w' o' this trust deed nor release the Mortgagors from personal liability for the indebtedness hereby secured. In the event of any extensions, r dif' ations or renewals, extension agreements shall not be necessary and need not be filed.

17. Mortgagors agree that until said note and any extension or renewal thereof and also any and all other "actor eass of Mortgagors to the holders of the note, heretoferer or heretofer 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 encun bran (other than presently existing liens god liens securing the symment of loans and advances made to them by the holders of the note! o xist on said read

IMPORTANT

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 Instalment Note mentioned in the within Trust Deed has been ide .tie~ herewith under Identification No._____

MALGAMATED TRUST & SAVINGS BANK, as Trustee

Assistant Secretary Assistant Vice Presiden

D NAME
E
L STREET THE VENT MAN TO LINE
V CITY CHICAGO, MALAGER TO RECORD TO THE PROPERTY OF T

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

1143 South Plymouth Court Chicago, IL 60605

INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER.

END OF RECORDED DOCUMENT

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