

TRUST DEED

27483812

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE. Made August 15 19 84, between
 CLAYTON E. LEBEAU AND MICHELLE J. LEBEAU, his wife herein referred
 to as "First Party" and Chicago Title & Trust Company
 herein referred to as TRUSTEE, witnesseth:
 THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date here-
 with in the Principal Sum of
 FORTY-TWO THOUSAND FIVE HUNDRED AND NO/100* * * * * "Note")
 made payable to BARRER (said Note including any and all Riders hereinafter referred to as
 and delivered, in and by which said Note the First Party promises to pay
 the said principal sum and interest from
 the date of said Note on the balance of principal remaining from time to time unpaid at the rate of
 12.75 per cent per annum, which interest rate shall increase or decrease as initial
 provided in said Note in installments as follows:
 FOUR HUNDRED SEVENTY ONE AND 36/100* * * * *
 on the First day of each month, beginning October 1, 1984. Such monthly
 installments, as increased or decreased according to the terms of said Note, shall
 continue until said note is fully paid except that any remaining indebtedness,
 if not so paid, shall be due on the First day of September 1991.
 All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the
 unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless
 paid when due shall bear interest at the rate of seven 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
 Aetna Bank, Lincoln, Fullerton and Halsted Streets, 60614 in said City.
 NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions
 and limitations of this trust deed, and also in consideration of the sum of One Dollar in and paid, the receipt whereof is hereby acknowledged, does by
 these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate lying and
 being in the COUNTY OF Cook AND STATE OF ILLINOIS

Unit 3N in 7721 North Sheridan Condominium, as
 delineated on the Plat of Survey of the following described
 real estate (taken as tract):

Northerly 1/2 of Lot 39 (except the Southerly 2 inches) and the
 Southerly 1/2 of Lot 40 in Lowenmeyer's Lakeside Terrace Addition
 to Evanston, a Subdivision of Block 1 in Dreyer's Lake Shore
 Addition to South Evanston, a Subdivision in the South 1/2 of North
 West 1/2 of Section 29, Township 41 North, Range 14, East of the
 Third Principal Meridian, in Cook County, Illinois.

Which plat of survey is attached as Exhibit "A"
 to the Declaration of Condominium made by American National
 Bank & Trust Company of Chicago, as trustee under trust
 agreement dated September 23, 1980, and known as Trust No.
 50874 recorded in the Office of the Recorder of Deeds of
 Cook County, Illinois, on December 22, 1980, as Document
 No. 25713984 together with its undivided
 percentage interest in the common elements.

Mortgagor also hereby grants to 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 aforementioned
 Declaration.

This Mortgage 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 at length herein.

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LEGAL DESCRIPTION RIDER ATTACHED

PIN: 11-29-103-026-1005 *yaw*
commonly known as 7723 N. Sheridan, Chicago, IL 60626

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 to long and during all such times as First Party, its successors or assigns 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, leader 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement 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 notes; (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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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 compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

THIS DOCUMENT PREPARED BY

J. G. STREETER
AETNA BANK
2401 N. HALSTED
CHICAGO, IL 60614

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

7723 N. SHERIDAN RD., UNIT 3N

CHICAGO, IL 60626

LH797

16.00

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holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth 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 lien hereof, plus reasonable compensation to Trustee for such matters 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 seven per cent per annum. 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 of the provisions of this paragraph.

2. 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 officer 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all 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 of any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 appraisal 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, guarantee policies, Torrens certificates, and similar title 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 a bid 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 such expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the commencement of any suit for the foreclosure hereof after might affect the premises or the security hereof, whether or not actually commenced.

5. 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers 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 hereof or of such decree, provided such appointment is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency; (3) the deficiency in case of a sale and deficiency.

7. 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.

8. 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 be liable for any acts 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.

9. 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, upon presentation of satisfactory evidence that all indebtedness secured hereby has been paid, which 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 on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed on behalf of First Party.

10. 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, 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.

See Rider A attached hereto and incorporated herein by reference.

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

Clayton E. LeBeau
CLAYTON E. LEBEAU

Michelle J. LeBeau
MICHELLE J. LEBEAU

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, Janet G. Streeter a Notary Public in and for
and residing in said County, in the State aforesaid, DO HEREBY
CERTIFY THAT Clayton E. LeBeau and Michelle J. LeBeau, his wife
who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that
they signed, sealed and delivered the said instrument as
their free and voluntary act, for the uses and purposes
therein set forth.

Given under my hand and Notarial Seal this 24th day of August, 1984.

(Notarial Seal)

Janet G. Streeter
Notary Public

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED

The instrument, Note mentioned in the within Trust Deed has been identified
CHICAGO TITLE & TRUST CO.
herewith under identification No. 1003
J. H. HARRIS
ASST. SECRETARY

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LEBEAU

NOTICE TO BORROWER/FIRST PARTY:

THIS LOAN IS PAYABLE IN FULL ON SEPTEMBER 1, 1991. UPON THAT DATE, YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU WILL HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.

RIDER

Interest Rate Changes/Index

Subject to the conditions of this paragraph, the interest rate on the Note shall first be increased or decreased beginning on October 1, 19 85, and on the same date every 12 months thereafter (the "Change Date") so that the interest rate is 200 basis points or 2 % above the Index.

Index for Rate Changes

The "Index" is the average of the weekly averages of the bond equivalent yield of a one-year United States Treasury Bill for the four calendar weeks immediately preceding the Change Date.

Limit on Interest Rate Changes

Any change in the interest rate effective on any Change Date shall be in increments on one-tenth of one percentage point. The maximum interest rate change at one time will be 2%, and the maximum interest rate change over the life of the loan will be 7%.

Application of Payment

As specified in the Note, each monthly installment shall be applied to interest before principal. Therefore, the amount of any premium portion of any monthly installment not needed to pay any increase in interest shall be applied to principal and reduce the amount owed under the Note.

Notice of Change of Level Payment

The Note holder will mail or deliver to Borrower/First Party written notice of any changes in the amount of the monthly installment at least 25 days prior to the Payment Adjustment Date.

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Office

Incorporation by Reference

All provisions, conditions, covenants, and agreements contained in the Note and in the Security Instrument which secures the Note are incorporated by reference, each into the other. All references to "Borrower," "First Party," and "Borrower/First Party" constitute references each to the other and to one and the same party, which is Clayton E. LeBeau and Michelle J. LeBeau, his wife

Exculpation

In the event Borrower/First Party is a trustee, the Note and Security Instrument are executed by said trustee in the exercise of the power and authority conferred upon and vested in it as such trustee (and said trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note or Security Instrument shall be construed as creating any liability on said trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied therein or in the Security Instrument, all such liability, in any, being expressly waived by said trustee and by every person now or hereafter claiming any right or security thereunder, and Note holder shall look to the co-makers or guarantors for the payment thereof, by the enforcement of the lien created by the Security Instrument, or by action to enforce the personal liability of any co-makers or guarantors.

Set Off

Upon default, Note holder may also take and apply to the loan evidenced by the Note any and all money, credit or other property of Borrower/First Party which is owed to Borrower/First Party by Note holder, whether by being on deposit or otherwise.

Transfer of the Premises or Any Interest Thereunder

If all or any part of the Premises described in the Security Instrument or an interest therein is sold or transferred or, if Borrower/First Party is not a natural person, if any beneficial interest in Borrower/First Party (whether legal or equitable including but not limited to a majority of stock or partnership interest) is sold or in any manner transferred, without Note holder's prior written consent, Note holder may, at Note holder's option, declare all the sums evidenced by the Note and secured by the Security Instrument to be immediately due and payable. However, this option shall not be exercised by Note holder if exercise is not authorized by federal law. Note holder may waive such option and the person to whom the premises is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Note holder. As a condition to waiving Note holder's right to accelerate, the loan terms, including the interest rate payable on the sums secured by the Security Instru-

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ment and the margin for future interest rate changes shall be subject to modification by Note holder. If Note holder has waived the option to a rate provided in this paragraph, and if Borrower/First Party's successor in interest has executed a written assumption agreement accepted in writing by Note holder, Note holder shall release Borrower/First Party from all obligations under the Security Instrument and this Note.

Release

Upon payment of all sums secured by the Security Instrument and payment of the customary release fee, the Security Instrument shall be released. Borrower/First Party shall pay all costs of recordation, if any.

Date this 15th day of August, 1984.

INDIVIDUAL (S):

Clayton E. LeBeau
CLAYTON E. LEBEAU

Michelle J. LeBeau
MICHELLE J. LEBEAU

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(FOR USE WITH SECURITY INSTRUMENT)

State of Illinois)

) SS

County of Cook)

I, the undersigned Notary Public do hereby certify that

Clayton E. LeBeau and Michelle J. LeBeau,
his wife

personally known to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, for the purposes heretofore set forth, including the release and waiver of the right of homestead.

Give under my hand and seal this 24th day of August, 19 84.

Janet J. Albrecht
Notary Public

WILL CALL

Commission Expires: 10/12, 19 86

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16.00

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END OF RECORDED DOCUMENT