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This Indenture Witnesseth, Rory Gurson, a Bachelor

That the grantor

27123754

of the City of Chicago in the County of Cook and State of Illinois for and in consideration of the sum of Fifty Seven Thousand and 00/100 Dollars in hand paid, CONVEY and WARRANT to CAPITOL BANK AND TRUST OF CHICAGO 4801 W. Fullerton Ave., of the City of Chicago County of Cook and State of Illinois the following described parcel

UNIT NO. 2311 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL) THAT PART OF LOT 25 AND ACCRETIONS THERETO LYING WEST OF THE WEST LINE OF LINCOLN PARK AS FIXED AND ESTABLISHED BY DECREE IN CASE 274470 CIRCUIT COURT OF COOK COUNTY, ILLINOIS (PLAT THEREOF RECORDED OCTOBER 11, 1906 AS DOCUMENT 3937332), IN C. U. GORDON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 5, 6, 23 AND 24 AND VACATED STREET LYING BETWEEN SAID LOTS IN SCHOOL TRUSTEE'S SUBDIVISION OF FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF LOT 7 AND ACCRETIONS THERETO LYING WEST OF THE WEST LINE OF LINCOLN PARK AS FIXED AND ESTABLISHED BY DECREE IN CASE 274470, CIRCUIT COURT OF COOK COUNTY, ILLINOIS (PLAT THEREOF RECORDED OCTOBER

11, 1906 AS DOCUMENT 3937332) IN SCHOOL TRUSTEE SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE IMPERIAL TOWERS CONDOMINIUM ASSOCIATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1977 AND KNOWN AS TRUST NUMBER 41300 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 24165981 AND AS AMENDED BY DOCUMENT 24199625 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, HIS 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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situated in the City of Chicago County of Cook, and State of Illinois
hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois
and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained;

in trust nevertheless, for the following purposes:
Whereas, The said Rory Gurson, a bachelor Grantor
is his justly indebted upon his Promissory Note, bearing even date herewith, payable to the order of

CAPITOL BANK AND TRUST OF CHICAGO, 4801 W. Fullerton Ave., Chicago, Illinois 60639. The principal amount of \$57,000.00 from 5-14-84 plus accrued interest.

Notes. If default be made in the payment of the said his Promissory Note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in such cases the whole of said principal sum and interest, secured by the said his Promissory Note, shall thereupon, at the option of the legal holder or holders thereof, become immediately due and payable; and on the application of the legal holder of said Promissory Note, or either of them, it shall be lawful for the said grantee, or his successor in trust, to either enter into and upon and take possession of the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof, and, in his own name or otherwise, to file a bill or bills in any court having jurisdiction thereof against the said party of the first part, his heirs, executors, administrators and assigns, to obtain a decree for the sale and conveyance of the whole or any part of said premises for the purposes herein specified, by said party of the second part, or as such trustee or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, or person who may be appointed to execute this trust, and reasonable Dollars attorney's and solicitor's fees, and also all other expenses of this trust, including all moneys advanced for insurance, taxes and other liens or assessments, with interest thereon at seven per cent per annum, then to pay the principal of said note, whether due and payable by the terms thereof or the option of the legal holder thereof, and all interest due thereon, rendering the overplus, if any, unto the said party of the first part, his legal representatives or assigns, on reasonable request, and it shall not be the duty of the purchaser to see to the application of the purchase money.

And It is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereof, to foreclose this Trust Deed, such court may at once upon application therefor, appoint CAPITOL BANK AND TRUST OF CHICAGO suitable person, receiver, with power to receive and collect the rents, issues and profits arising out of the said premises, and apply the same toward the payment of the expenses and costs in such proceedings, and any remainder upon said indebtedness; and that said Receiver shall have the full power of receivers, and such other power in the premises as to said Court shall seem proper.

And Said first party hereby agrees, that he will, in due season, pay all taxes and assessments on said premises, and will keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured in such company or companies and for an amount (not exceeding the amount of said indebtedness), as said second party, or the holder of said note may from time to time direct, and will properly assign such policy or policies of insurance to said party of the second part as further security for the indebtedness aforesaid. And in case of the refusal or neglect of said party of the first part thus to insure, or assign the policies of insurance, or to pay taxes as aforesaid, said party of the second part or his successor in trust, or the holder of said note, may procure such insurance, or pay such taxes; and all moneys thus paid, with interest thereon at seven per cent per annum, shall be and become so much additional indebtedness, secured to be paid by this Trust Deed.

Item The said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantee or his successor or legal representatives shall re-convey all of said premises remaining unpaid to the said grantor or his heirs or assigns, upon receiving his reasonable charges therefor. In case of the death, resignation, removal from said Cook County, or other inability to act of said grantee then CAPITOL BANK AND TRUST OF CHICAGO of said is hereby appointed and made successor in trust herein, with like power and authority, as is hereby vested in said grantee. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantee or the holder or holders of said note in any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a holder of said note, and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises and taken out of the proceeds of any sale thereof.

Witness, The hand and seal of the said grantor, this 14th day of May A.D. 84

Rory Gurson (SEAL)

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State of Illinois
County of Cook } ss.

Sheldon Bernstein, A Notary

_____ in and for said County, in the
State aforesaid, Do Hereby Certify. That Rory Gurson, a bachelor

_____ 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.

Given under my hand and _____ Notary _____ seal, this
_____ 14th day of _____ May _____ A. D. 19 84

Sheldon Bernstein
NOTARY PUBLIC

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11 JUN 84 2:38

11-11-84 901973 27123754 A -- REC 11.00

11-11-84

TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurance

Rory Gurson
4250 N. Marine Drive
Unit 2311
Chicago, Illinois

CAPITOL BANK AND TRUST OF CHICAGO
4801 W. Fullerton Ave.
Chicago, Illinois 60639

Prepared by: Marge Campanella
MKM TO:

CAPITOL BANK AND TRUST OF CHICAGO
4801 W. Fullerton Ave.
Chicago, Illinois 60639

27123754

END OF RECORDED DOCUMENT