

Deliver To
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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 19, 1985, between ROBERT DUNNE AND JEANNE DUNNE, HIS WIFE, herein referred to as "Mortgagor", and

HERITAGE STANDARD BANK 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of NINETY EIGHT THOUSAND FIVE HUNDRED FOUR AND NO/100 (\$98,504.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 10.50% per cent per annum in instalments as follows: ONE THOUSAND EIGHTY EIGHT AND 83/100 (\$1,088.83)-----

Dollars on the First day of November 1985 and ONE THOUSAND EIGHT EIGHT AND 83/100

Dollars on the First day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the First day of October 1986. 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 ~~10.50%~~ 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 HERITAGE STANDARD BANK AND TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagors to secure payment of the said principal sum of money and said 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 hand 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 COUNTY OF COOK AND STATE OF ILLINOIS,

to wit:

Unit No. 3D as delineated on a Survey of the following described Parcel of Real Estate (hereinafter referred to as "Parcel"): Lots 1, 2, 3, and 4 in Block 3 in Catholic Bishop of Chicago's Lake Shore Drive Addition being a Subdivision of the North 18.83 Chains of Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to Declaration of Condominium Ownership and First and Second Amendments to the Declaration of Condominium Ownership made by the American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated March 15, 1971 and known as Trust Number 75625 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 21638824, 21827517 and 22060990 together with an undivided 1.878 percent interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and Amendments to the Declaration and Surveys) all in Cook County, Illinois.

P.I.N. 17-03-102-032-1004 450 N. Astor Street.

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, indoor 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.

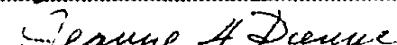
This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

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

 (SEAL)

DEPT-61 RECORDING

(SEAL) 11/25

 (SEAL)

T#1111 TBA 11/17 12/12/85 14 25:00

(SEAL) 11/25

#4704 11/17 14 25:00 (SEAL) 11/25

STATE OF ILLINOIS,

County of.....Cook.....

} ss. I, Helen T. Duignan

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

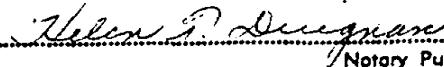
Robert Dunne and Jeanne Dunne, his wife

who are 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 they signed, sealed and delivered the said instrument as 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 19th day of September, A.D. 1985.

THE INSTRUMENT PREPARED BY

Helen T. Duignan


Helen T. Duignan
Notary Public

UNOFFICIAL COPY

RECORDERS OFFICE BDX NOVEMBER 1966

NAME _____
STREET _____
CITY _____
STATE _____
ZIP CODE _____
TELEPHONE NUMBER _____

Chicago, Illinois 60601

1450 North Astor Street

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

OUR RECORD-DEERS IN BEX PURPOSES

•02 SEP 11 B XWBB BURDUE

FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDEE, THIS NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN
BEFORE THIS TRUST DEED IS FILED FOR RECORD.

3 M P O R T A N T

THE INSTRUMENT NOTED HEREIN IS THE WITHIN TRUST DEED HAS BEEN DRAFTED
AND DRAWN IN ACCORDANCE WITH THE REQUIREMENTS OF THE
STATE OF CALIFORNIA.

17. The mortgagor hereby waives any and all rights of reentry from sale under any order of decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

11. To receive or to be subject to the benefits of the sole benefit plan upon the date hereof except as provided in section 3 of the plan.

12. To receive or to be subject to the benefits of the sole benefit plan upon the date hereof except as provided in section 3 of the plan.

13. To receive or to be subject to the benefits of the sole benefit plan upon the date hereof except as provided in section 3 of the plan.

14. To receive or to be subject to the benefits of the sole benefit plan upon the date hereof except as provided in section 3 of the plan.

15. To receive or to be subject to the benefits of the sole benefit plan upon the date hereof except as provided in section 3 of the plan.

16. To receive or to be subject to the benefits of the sole benefit plan upon the date hereof except as provided in section 3 of the plan.

1. **Strategies shall** (1) **promote** **and** **support** **the** **development** **of** **improvements** **now** **or** **before** **the** **start** **of** **the** **program** **which** **may** **become** **damaged** **or** **be** **destroyed**; (2) **keep** **and** **protect** **the** **records** **of** **good** **conditions** **and** **expenses**; (3) **keep** **and** **protect** **the** **records** **of** **claims** **for** **losses** **not** **covered** **by** **the** **insurance** **policy** **which** **may** **be** **reduced** **or** **eliminated** **as** **a** **result** **of** **improvements** **now** **or** **before** **the** **start** **of** **the** **program**.