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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

Call 70-81-828J

THIS INDENTURE, made October 6 1986 between Anna Sikora, a spinster

herein referred to as "Mortgagors," and CHICAGO TITLE 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 holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Forty five thousand and no/100 (\$45,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of 9 percent per annum in instalments (including principal and interest) as follows

\$400.00 or more Dollars or more on the 1st day of November 1986 and \$400.00 or more Dollars or more 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 1st day of October, 1996. 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 20% 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 in said City.

NOW, THEREFORE, the Mortgagors, 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of \$45,000.00 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 7, 10 and 11 in Block 9 in Irving Park, a Subdivision in the Southeast quarter of Section 15 and the North half of the Northeast quarter of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County; which survey is attached as Exhibit A to the Declaration made by the Harris Trust & Savings Bank, as Trustee under Trust Agreement dated April 4, 1966 and known as Trust No. 32301 recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 20470624; together with an undivided 3.86 percentage interest in said parcel (excepting from said parcel of the land, property and space comprising all of the units of said property as said units are delineated on said survey) in Cook County, Illinois. Unit No. 4C, 4240 N. Keystone Avenue, Chicago, Illinois. #13-15-411-025-1012

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which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto, heretofore and all now, rents and profits thereof for so long and during all such times as Mortgage may be payable thereon, which are pledged, granted, and in a party with said real estate (and not secondarily) and all apparatus, equipment or articles now or hereafter placed on, brought thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether underground or otherwise), oil, fuel, and apparatus, including but not limited to reconstructing the foregoing, screens, wind, shades, storm doors and windows, fire extinguishers, radiators, beds, earnings, stoves and other 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 set forth in 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.

Anna Sikora

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS

County of Cook

I, Anna Sikora, undersigned a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY THAT Anna Sikora, a spinster

who is 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of Oct 1986

Notary Public

Notarial Seal



RIDER TO  
PURCHASE MONEY MORTGAGE

This Rider is attached to Trust Deed (hereinafter referred to as "Trust Deed" or "Mortgage") dated October 6, 1986 between Anna Sikora, a spinster

"First Party" or "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, (hereinafter referred to as "Trustee" or "Mortgagee.")

16. Mortgagor will monthly pay to Holder of the Note, in addition to the principal and interest payments required in said Note, and in addition to other amounts herein provided, a sum equal to one-twelfth (1/12th) of the annual premiums for insurance carried on the mortgaged property or otherwise required to be carried hereunder, together with one-twelfth (1/12th) of the annual real estate taxes and special assessments on the Mortgaged Property, all as shall be estimated by Holder of the Note. The sums paid under this paragraph shall be held by Holder of the Note, without interest, and shall be applied by Holder of the Note to the payment of the expenses for which the sums respectively were deposited, as and when said expenses shall become due and before the same shall become delinquent upon the request of Mortgagor for such payment and the presentation by Mortgagor to Holder of the Note of a bill covering such expense. This obligation of Mortgagor shall take effect only if Mortgagor does not make the timely payments of real estate taxes or insurance premiums when due and after the Holder notifies Mortgagor to begin such payments.

17. In the event of a default the Holder of the Note shall have the right to take possession of the Premises.

18. Relative to insurance, the Mortgagor agrees as follows:

(a) Mortgagor shall at all times, at the cost and expense of Mortgagor, keep all of the Mortgaged Property of an insurable nature constantly insured against loss or damage by fire, lightning, explosion, tornado, windstorm, liquor liability, if a liquor business is to be conducted on the premises and plate glass insurance and such other risks as are customarily insured against by owners of similar properties used for similar purposes, in an amount at least sufficient to pay all unpaid indebtedness secured hereby, and such insurance shall also be in a sum equal to such percentage of the insurable value of the property insured as may be required to prevent Mortgagor from being considered a co-insurer thereof; such insurance to be in companies satisfactory to Mortgagee or Holder of the Note and noncancellable except upon at least thirty (30) days' prior written notice to Mortgagor and Mortgagee, and Holder of the Note, and all such policies of insurance shall be so written as to make any loss occurring thereunder payable by standard mortgage clause attached thereto to Mortgagee regardless of, and which may not be invalidated by, any act or default of Mortgagor, and all such policies, or a certificate or certificates of the insurers or of an insurance agency satisfactory to Mortgagee, showing that such policies, with such mortgage clauses in force, shall be deposited with Mortgagee or Holder of the Note, as additional security hereunder; and Mortgagor shall also maintain at the cost and expense of the Mortgagor such public liability and other insurance as Mortgagee, or Holder of the Note, may reasonably request, insuring Mortgagor and Mortgagee, and Holder of the Note, against liabilities, claims, damages and losses to persons and property arising by reason of the use of the Mortgaged Property or arising by reason of the conduct and operation of the business of Mortgagor; and

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This instrument was prepared by  
Gabriel A. Kostelnik  
Attorney at Law  
2250 N. Milwaukee Ave.  
Chicago, Illinois 60646

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(b) If the Mortgagor is not then in default under the terms of this Trust Deed, all insurance monies received on account of any loss or damage to the Mortgaged Property, after deducting therefrom the reasonable charge or expenses paid or incurred in connection with the collection and disbursement of said monies shall be used and applied for the purposes of paying the collection and disbursement of said monies shall be used and applied for the purposes of paying the cost of repair, restoration or replacement of the Mortgaged Property damaged or destroyed. All insurance monies received shall be deposited into a Joint Order Escrow with Chicago Title and Trust Company as Escrowee and the Holder of the Note and Mortgagor. Mortgagor shall deposit, an amount equal to the difference between the insurance monies and the amount needed to repair, restore, and replace the Mortgaged Property damaged or destroyed. Said additional funds if needed deposited by Mortgagor along with the insurance monies shall be paid directly to the person or persons who have performed services or furnished material for the repair, restoration and replacement of the Mortgaged Property damaged or destroyed. Surplus, if any, shall be applied toward the reduction of this mortgage. If Mortgagor is in default, all insurance monies received shall be paid directly to the Holder of the Note, and may at the option of the Holder of the Note secured by this Mortgage, be used to apply to the unpaid balance of the Note and Mortgage and defaults thereunder; and

(c) Mortgagor grants to Mortgagee, or Holder of the Note, full power and authority to make proof of loss under any and all insurance policies, either in the name of Mortgagor or in the name of Mortgagee, or Holder of the Note, and to adjust, settle, collect and receipt for all insurance, and to endorse for and on behalf and in the name of Mortgagor any check, draft or other instrument received therefor, and to collect the proceeds thereof, and also, if default shall occur hereunder, to collect and receipt for any unearned premiums; and

(d) In the event of foreclosure sale, any and all insurance policies may be assigned without consent of Mortgagor, and Mortgagor authorized Mortgagee to assign said policies to the purchaser or purchasers at such foreclosure sale, or if Mortgagee elects to do so, Mortgagee may collect any unearned premiums and apply the same on the obligation secured hereby.

19. If default is made on the payment of any installment of principal or interest, or the tax and insurance escrow payment, then at the option of the Holder of the Note the entire principal sum remaining unpaid, together with accrued interest, shall immediately become due and payable after five days' prior written notice to Mortgagor.

20. The maker of the Note secured by the Trust Deed may prepay the balance due and accrued interest at any time without penalty. Any partial prepayment shall be applied to the principal installments due in the inverse order of maturity. No such partial prepayment made hereon shall operate to defer the due date of or to reduce the amount of any of the scheduled required monthly installment payments of principal or interest above provided for.

21. Holder of the Note secured by the Trust Deed shall have the right from time to time to inspect the premises subject to the rights of the tenants.

22. All of the rents issues and profits of said Mortgaged Premises shall be assigned to the Mortgagee herein as further security for the payment of said indebtedness, and the Mortgagor grants to the Mortgagee license to enter upon said mortgaged premises for the purpose of collecting the same and to let and operate said premises and any part thereof and apply the rents, issues and profits, after payment of all charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until said mortgage is paid. The Mortgagee hereby waives the right to enter upon said premises for the

This instrument  
 George A. ...  
 Attorney at Law  
 1000 ...  
 Chicago, Ill.

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purpose of collecting said rents, issues and profits, and the Mortgagor shall be entitled to collect said rents, issues and profits until default hereunder, but such right of the Mortgagor shall be revoked by the Mortgagee upon any default. In the event of any default hereunder the Mortgagor will pay monthly in advance to the Mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the Mortgagor and upon default in such payments will vacate and surrender the possession of said premises to the Mortgagee or such receiver.

23. Notwithstanding anything to the contrary herein contained, to the extent that the total interest received in any one (1) year exceeds the maximum rate permitted by law, then the amount so determined to be in excess shall be applied in reduction of principal of the Note secured by this mortgage.

24. The contents of this Rider shall govern and control conflict or any inconsistencies between this Rider and printed form Trust Deed.

25. Transfer of the property or beneficial interest of the borrower: On the sale or transfer of (i) all or any part of this property, or any interest therein, or (ii) beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity), (iii) entry into a contract for deed or assignment of beneficial interest. Lender may, at Lender's option, declare all or all of the sums secured by this instrument to be immediately due and payable, and Lender may invoke any remedies permitted by law or equity.

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

(the "Condominium Project"). If the Owners Association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Trust Deed, Borrower and Lender further covenants and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

2006 Instrument  
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Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Trust Deed with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Trust Deed.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Trust Deed. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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