TRI ST DEED II LIN) IDT FIC April 1980 For Use With Note Farm 448 (Monthly Payments including Interest) 86051738

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and litness, are excluded.

between	Joan K. N	lovick, ma	rried to		DEPT-01 RECORDING
	Peter Nov	ick			T#333 TRAN 1966 02/05/86 12:3
	5000 S. C	ornell	Chicago	Il. 60615	#6263 # C *-66-0517
	(NO. AND STRE		(CITY)	(STATE)	
nerein referr	ed to as "Mortgag	gors," and			
The Mid	I-City Nati	onal Bank	of Chicago		
801 W.	Madison St	reet	Chicago	11. 60607	 And the second of the second of
	(NO, AND STRE		(CITY)	(STATE)	
o the legal b	solder of a princip	al promissory no	nat Whereas Mortgage te, termed "Installmen	it Note, "of even date"	The Above Space For Recorder's Use Only
rerewith, ex	ecuted by Mortga	gors, made paya	ble to Bearer and delig	rered in and by which Thousand a	and 00/100's
	interest fro a	1-30-86	on the	balance of principal rema	aining from time to time unpaid at the rate of11 perc
er annum, s	such principal sum	and interest to l	oe payable in Y#XXIM	CHREA RAINOWX	
经经济的	ie		XXKXK		Dollars
KX.	dens referendre	MINISTER PROPERTY A VE	જ સંસુપ્રધારભાવામાં કરત	以大大四大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大	ная поставания в по
beathbreaton:	on the 30	d yo' Apr	incinal balance and the	such payments on accou	int of the indebtedness evidenced by said note to be applied f the portion of each of said installments constituting principal
he extent no	nt paid when due.	to bear interest.	after the date for payr	nent thereof, at the rate	of 11 per cent per annum, and all such payments be or at such other place as the leat the election of the legal holder thereof and without notice, e at once due and payable, at the place of payment aforesaid accordance with the terms thereof or in case default shall oc
nade payab	le at The Mi	d-City Na	tional Bank c	of Chicago	or at such other place as the le
older of the	enote may, from ti n remaining unna	ime to time, in // id thereon, to/ ≎	riting appoint, which n ner with accrued inter	ote further provides that: est thereon, shall become	at the election of the legal noider thereof and without notice, e at once due and payable, at the place of payment aforesaid
ase default	shall occur in the p	payment, when d	ue, cfany installment c	of principal or interest in a	e at once with the terms thereof or in case default shall oc necordance with the terms thereof or in case default shall oc Deed (in which event election may be made at any time after
nd continue xpiration of	f said three days in	without notice).	and tage all parties the	reto severally waive pres	Deed (in which event election may be made at any time after sentment for payment, notice of dishonor, protest and notice
RO LOUE					
bove menti	oned note and of t	his Trust Deed, a	nd the pe formance of	the covenants and agree	est in accordance with the terms, provisions and limitations of ments herein contained, by the Mortgagors to be performed, a acknowledged, Mortgagors by these presents CONVEY All Estate and all of their estate, right, title and interest there
iso in consi VARRANI	deration of the st f unto the Trusics	in of One Done	essors and assigns the	following described Rea	al Estate and all of their estate, right, title and interest there
ituate, lying	and being in the .	Chicago		,€OUNTY O	F COOK AND STATE OF ILLINOIS, 10 V
he Nort	herly 100	feet of t	he South 679	Teet in Block	7 in Chicago Beach Addition, being
ubdivis	sion of Lot	: A in Bea	ch Hotel Comp	any a Consolid	dation of certain tracts in Fractio
ections	11 and 12	, Townshi	p 38 North, F	Range 14 East o	of the Third Principal Meridian, in
ounty,	Illinois w	hich Surv	ey is attache	ed at Exhibit 1	A to the Declaration of Condominium
wnershi	p and of E	asements,	Restrictions	s, Covenants ar	nd By-Laws for 5000 Cornell Condomie of the Cook County, Illinois, Rec
the "Co	ondominium	Declarati	on) recurded	with its undiv	vided percentage interest in the Co
lements		111 # <u>2317 C.</u>	2) a codecuer	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	रेक्टर है के कार्य के किया है के किया है के किया है के
	it Tax ID #	20-12-101	-024-1016		
		= 1 - 1	AUT		
vhich, with t	the property herei	inafter described	, is reterred to herein a	is the "premises,"	
TOGE	THER with all imp	provements, tene	ments, easements, and	i appurtenances thereto t	belonging, wid all rents, issues and profits thereof for so long are pledged, primarly and on a parity with said real estate and
econdarily)	and all fixtures,	apparatus, equip	ment or articles now o	r hereafter therein or the	ereon used to supply heat, gas, water, light, power, refrigerating (without restricting the foregoing), screens, window shades the foregoing of the foregoing o
nortgaged p inticles here:	remises whether parties of the	hysically attache premises by Mo	ed thereto or not, and H	ssors or assigns shall be p	gs and additions at a lin similar of other apparatus, equipment part of the mortgages, premises,
TO UK	VE AMOTO UO	I D the premiee	e unto the suid Trustee	its or his successors and	tassigns, forever, for the pure oses, and upon the uses and tru ption Laws of the State of Illitois, which said rights and bene
ierein set to Aortgagors i	rth, free from all i do hereby express	ily release and w	iive.	of the riomestead Exem	prior Laws of the State (1 In 10), which said rights and ovice
he name of	a record owner is	Joa	an K. Novick		
This Tru	ist Deed consists of	of two pages. The	covenants, conditions art hereof the same as	and provisions appearing though they were here	g on page 2 (the reverse side of this 'acost Deed) are incorpora set out in full and shall be bindli g on Mortgagors, their he
uccessors at	nd assiens.		and the second second		
Witness	the hands and sea	als of Mortgagor	s the day and year first		VIKAL DAIN K & Jon licha
PLEASE				(Seal)	A 3. M.M. JOURT 12 . 1200 O TERROS
PRINT OR			-	g brown i sengspennen Ammeldingsressger van de men	The second secon
YPE NAME(S BELOW	·			(Seal)	(Se
IGNATURE(S)				
into of Illian	oie County of	Du Pa	ge County		I, the undersigned, a Notary Public in and for said Cou.
tate or time			id, DO HEREBY CE		K. Novick
					war and the same a
MPRESS SEAL					me is subscribed to the foregoing instrume
HERE	ap		e this day in person, a	and acknowledged that	she signed, scaled and delivered the said instrument
	n i e	hex thi of homestead	_ free and voluntary	act, for the uses and pur	poses therein set forth, including the release and waiver of
			30	day of lan	uccoul = 10 86
	my hand and offic	cial seal, this	9 1987	nay or	Marin E Robel
ommission	expires		·		9 Notary Pu
his instrum	ent was prepared.		n E. Kolvitz	IAME AHITI ADDEESS)	and the same and the commence of the same and
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1411 11115 1115	crument to8	01 W. Mad	ison Street,	Chicago, II.	60607
			CITY)		(STATE)
RRECOR	DER'S OFFICE	BOX NO4	52		
					41 6

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 note; (5) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which 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 and 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 standard 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 days prior to the respective dates 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 reasonable 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 each matter concerning which action herein author and hay 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 nine 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 default hereunder on the part of Mortgagors.

5. The Trustee or the ho'der of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement, restimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid y of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each it and of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors

7. When the indebtedness hereby secured stat become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. It any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expands which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for do unmentary 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 dea, 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 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. In addition, at expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immedia eb dea and payable, with interest thereon at the rate of nine per cent per annum, when proceedings, to which either of them shall be a party, either as plaintiff claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the fore loss, which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding including but to finite to foreclose whether or not actually commenced. actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be districted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such terms as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtednes. Pacitional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid: It with, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed. Le Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without rome, without regard to the solvency of Mortgagors at the time of application for such receiver 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 receive. 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 sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times with Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be occessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of sr. dr. priod. The Court from time to time may decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or becom: surrior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and the ficiency.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject o any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. 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.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee of 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may a make indemnities. satisfactory to him before exercising any power herein given.

13. 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 either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee may accept as 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 principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. 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 death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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

iden	ified	herewith	under Ide	entification	No	 		فأشد
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					1.2			
						 		

The Installment Note mentioned in the within Trust Deed has been