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86298904

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made June 18 1986 between Harris Trust and Savings Bank, an Illinois Corporation, not personally but as Trustee, under the provisions of a deed or deeds of trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated June 12, 1986 and known as trust number 43637 hereinafter referred to as "First Party," and Chicago Title and Trust Company

an Illinois Corporation, herein referred to as TRUSTEE, witnesseth

THAT WHEREAS First Party has in conformity herewith executed an installment note bearing even date herewith made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter said Note distributed, the said principal sum of Three hundred thousand and no/100 DOLLARS, according to the terms of said note.

NOW THEREFORE First Party to secure the obligations contained in said note, including but not limited to, the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt of 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 situated, lying and being in the COUNTY OF COOK and STATE OF ILLINOIS, to wit:

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UNIT NUMBER 6 IN 1418 NORTH LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 7 AND 8 (EXCEPT THE NORTH 5 FEET) IN POTTER PALMER'S SUBDIVISION OF LOTS 1 TO 22 INCLUSIVE IN BLOCK 4 IN THE CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION, A SUBDIVISION IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 27057167 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Address: 1418 N. Lake Shore Drive, Unit 6
Tax ID: 17-03-103-029-1003

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 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 located), and ventilation including, without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, ladder birds, 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 such 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, its successors and assigns forever for the purposes and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

* Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to pay or make good, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or be destroyed, or if the said premises in good condition and repair, without waste and free from mechanics' or other liens or claims for work expressly subcontracted to the lien hereof, (a) pay when due any indebtedness which may be secured by a lien or charge on the premises subject to the lien hereof, and upon request shall furnish satisfactory evidence of the discharge of such obligation to Trustee or its assigns of the note, and (b) within a reasonable time any building or buildings now or at any time in process of erection upon said premises, in compliance with all applicable laws, ordinances and ordinances with respect to the premises and the use thereof, including but not limited to a determination of said premises as required by law, municipal ordinance, or pay before any penalty attaches, all general taxes and pay special taxes, and pay special assessments, water sewer charges and other charges against the premises when due and upon written request of Trustee or its assigns of the note, and (c) pay in full under protest, in the manner provided by statute, all tax or assessment which First Party may be liable to contest, and a building and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, wind, hail and flood damage, where the insurer is required by law to have its lien so insured, under policies providing for payment by the insurance companies of the net proceeds either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereof, and in compliance with the terms of the note, under insurance policies payable to Trustee or its assigns of the note, in the event of the death of the insured, such right to be exercised by the standing trustee, which shall be assigned to said trustee and to be exercised, including addition and renewal policies, by the trustee of the note, and in case of insurance about to expire to be renewed, the trustee shall not less than 60 days prior to the renewal date of the policy in compliance with the terms of the note, advise the Trustee of the date the same may be renewed, but need not make any payment or perform any act hereunder until after any claim and manner deemed expedient and may, but need not, make full or partial payments of principal or interest or prior to the expiration of any such policy, and purchase discharge of the premises or settle any tax or other obligation of the premises, or 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

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MAIL TO

Harris Trust and Savings Bank
1009 N. Rush Street
Chicago, Illinois 60611

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

1418 N. Lake Shore Drive, #6
Chicago, Illinois 60611

PLACE IN RECORDER'S OFFICE BOX NUMBER

This instrument was prepared by
William F. O'Neill, Atty. at Law
1009 N. Rush Street
Chicago, Illinois 60611

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ATTACHMENT TO TRUST DEED DATED 10/18/1970 BETWEEN First
Trust and Savings Bank Trust Co. 43621 N.W. 4th Ave. Miami
THEREIN REFERRED TO AS "FIRST PARTY" AND CHICAGO TITLE AND TRUST
COMPANY, TRUSTEE.

** (Continuation of agreements of First Party from paragraph 3 of the covenants, conditions and provisions, (events which may cause all unpaid indebtedness secured by this Trust Deed to become at once due and payable)).

or (c) immediately upon the dissolution or death of any maker and/or guarantor of the Note, or (d) as the terms and conditions under which the loan evidenced by the Note secured by this Trust Deed are predicated on the continued ownership of the undersigned and the continued holding of interest of the guarantors of the Note either in the real estate subject to this Trust Deed and/or, in the beneficial interest in the land trust holding title to the real estate, and as that continued ownership or holding of interest has been an integral part of the negotiations of the terms and conditions, (i) immediately in the event the undersigned's interest in the real estate, or any part thereof, or any of the incidents of ownership thereto, are sold, transferred, conveyed, whether outright or by instalment or contract sale, or (ii) immediately in the event any or all guarantors of the Note shall sell, assign, transfer or convey any portion or all of the beneficial interest in the land trust holding title to the real estate which is the subject of this Trust Deed, or shall, in any manner, sell, assign, transfer, or convey any portion or all of the power of direction over the land trust whatsoever, (with the exception that with the written consent of the holder or holders of the Note, which consent shall not be unreasonably withheld, the collateral assignment of beneficial interest will not accelerate the contracted maturity of the indebtedness.)

(Additional agreements of First Party continued from Trust Deed.)

12. The principal of each of said instalments and of the final payment unless paid when due shall bear interest after maturity at the same rate as the postmaturity rate stated in the Note. Interest at the postmaturity rate as specified in the Note is to be charged monthly on all past due interest that is earned and unpaid and said past due interest and additional interest are to be added on the last day of each month to the unpaid principal balance of the Note that this Trust Deed secures. The undersigned shall pay to the holder or holders of the Note a LATE CHARGE in an amount equal to one percent (1) multiplied by the entire amount of any instalment (including principal and interest) not received by the holder or holders of the Note on or before TEN (10) DAYS after the due date of that instalment.

13. Taxes, assessments, insurance premiums and other annual charges upon the real estate are to be paid monthly to the holder of the Note this Trust Deed secures, as provided in said Note.

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