



**HARRIS
BANK**

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12cc

THE ABOVE SPACE FOR RECORDER USE ONLY

THIS INDENTURE, Made June 18, 19⁸⁰, between Harris Trust and Savings Bank
an Illinois Corporation, not personally but as Trustee under the previous power of appointment or deeds of trust due, now due and to be vested
to said Bank in pursuance of a Trust Agreement dated June 12, 1964, and known as Trust Agreement
#3837, before recorded, as First Party Lender, Chicago Title and Trust Company.

an Illinois Corporation, herein referred to as TRUSTEE, & inessent

THAT WHEREAS First Party has heretofore executed and delivered to me a note bearing date herewith, in the sum of \$100, payable to THE ORDER OF BEARER.

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 specifically described, the said principal sum of Three hundred thousand and no 10 DOLLARS, \$300,000.00, according to the terms of said note.

NOW, THEREFORE, First Party, to secure the obligations contained in said note, is bound, 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, so hand paid, the receipt 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 situate, lying and being in the COUNTY OF McHenry, and STATE OF ILLINOIS, to wit:

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 INDIVIDED
PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Address: 1414 N. LBJ St., Ste. B-100, Dallas, TX 75207
Fax ID: 17-03-103-029-1005

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 interests, 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 par with said real estate and not subordinate), and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centralized), wall, and ventilation, including without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, shade rods, 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 hereinafter 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

and the indebtedness aforesaid shall be full unpaid, and in case of the failure of First Party, to successors or assigns of First Party, to restore or rebuild any buildings or improvements now or hereafter on the premises or to pay, the amount so to be determined, of the cost to restore or rebuild any buildings or improvements now or hereafter on the premises in good condition and repair, without waste and free from mechanics or other charges, as a claim for damages or expenses, subject to set-off, to pay, when due any indebtedness which may be secured by a lien or charge on the premises subject to the same herein, and to request such satisfactory evidence of the discharge of such prior lien to Trustee and his holders as the parties may reasonably require, any building or buildings now or at any time in process of erection upon said premises, including all materials, labor, tools, machinery and fixtures with respect to the premises and the structures, buildings, additions, alterations, additions thereto, by whomsoever erected, built, or maintained, and also, all pay before any debts or attaches, general taxes, and pay square taxes, special assessments, water service charges, and other charges against the premises when due and when the same become due, to the Trustee and his holders, and to pay, if necessary, to pay, in full, under protest, in the manner provided by law, all tax or assessment which First Party may be required to pay, for any building or improvements now or hereafter erected or used, provided, however, against loss or damage by fire, lightning,風災, storm, and flood damage, where the owner is required by law to have its loss so insured, under policies or bonds for payment by the insurance companies of money sufficient either to pay the cost of repairing or replacing the same, or to pay, in full, the indebtedness secured hereby, in the number of six thousand dollars of the date when insurance policies are taken out, less the amount of the balance of the date such policies are to be discontinued by the standard insurance clause, to be discontinued, paid up to date, and to be held in trust, by using additional and renewal policies to be taken out at the rate and in such amount as the insurance agent or company to be determined, not less than ten days before the regular re-dates, in case of default, thereon, to Trustee and his holders of the same, but held not for any payment or performance, but hereinafter referred to as "trust fund," and money deposited therein, and may, but need not, move to, in partial payments of principal or interest on account of indebtedness, and purchase, discharge, or terminate, or settle, any tax, or assessment, or money paid for any of the purposes herein.

MAIL TO

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

Oak Trust and Savings Bank
1000 N. Rush Street
Chicago, Illinois 60611

新編藏書票之研究，四

Chicago, Illinois 60611

PLACE IN RECORDER'S OFFICE BOX NUMBER _____
12350 (Rev. 3-22)

This instrument was prepared by:
William J. O'Neill, A.R.P. #114
6600 N. Rush Street
Chicago, Illinois 60611

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which shall bear interest from and after the date of the note at a rate payable with us notice and with interest thereon at a rate equivalent to the post-maturity rate set forth herein, or at the rate of 12% per annum if otherwise the postmaturity rate set forth therein. Notice of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustees or the holders of the note hereby release and make any payment hereby authorized relating to taxes or assessments, may do, sue according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereto.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, a power of attorney is granted by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable at immediate issue if the same is in default in making payment of any installment of principal or interest on the note or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days; said option to be exercised at any time after the expiration of said three day period. See attachment hereto.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness to the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and cost, which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of titles, title searches and other matters guaranteed by the Trust Deed, costs, and similar data 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 the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become such additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, the reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after entry of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, to pay the costs and expenses incident to the foreclosure proceedings, including such items as are mentioned in the preceding paragraph hereof; second, the items which under the terms hereof constitute such indebtedness additional to that evidenced by the note with interest thereon; and, after providing third, all principal and interest remaining unpaid on the note, fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

These are the first two pages of the right-hand margin of the original manuscript. The text continues on the reverse side.

OK
The Trustee may collect the amounts due to him by any method he deems appropriate, including garnishment, attachment, or other legal proceedings. The Trustee may collect the amounts due to him by any method he deems appropriate, including garnishment, attachment, or other legal proceedings.

County

and which appears to be executed by the same Party.

10. The Trustee may resign by instrument in writing, dated at the office of the Recorder or Registrar of Deeds, or at the place where the instrument has been signed, and if so done, the instrument shall be witnessed by two persons, and the signature of the Trustee the true name of Deeds of the instrument, in which the name of the Trustee and the name of the Successor Trustee are inserted. The instrument shall have the date of the instrument and witness signatures.

¹⁰ But it is not clear that the first point, that there is no reason to believe that the state of the economy is different from what it was at the time of the original forecast, is correct. The second point, that the forecast error is small enough to make the forecast reliable, is also questionable.

See Attachment to trust deed for information Number 13, 14
THIS TRUST DEED is executed by the undersigned Trustee and Successor Bank as Trustee as at this day of the month of the year

22. It is further said and witnesseth that as the said Harry Harris Trust and Savings Bank, herein witnesseth that it possesses in its power and
privilege to make this instrument, and to take such actions and judgments and agreed that nothing herein contained shall be construed as
limiting any liability on the said Harry Harris Trust and Savings Bank, personally to pay the said amount or amounts due thereon, or any indebtedness accruing thereafter, in the event of the death of the said Harry Harris, or any other person, or persons, making
expressly witnessed by Trustee and the several persons above mentioned, retaining any right to security, repayment, and payment to us the said Harry Harris
and its successors and said Harry Harris Trust and Savings Bank, herein witnesseth, the said Harry Harris, or any other person, or persons, making
any indebtedness accruing thereafter shall be subject to the premises set forth, the payment of the same to the payment of the principal amount
hereby created, in the manner herein and in said note provided, in by action to enforce the personal liability of the guarantor.

IN WITNESS WHEREOF Harry Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

Harris Trust and Savings Bank, As Trustee as attorney and not subscriber.

1 2 3 4 5 6 7 8 9 10

34. [REDACTED] VICE PRESIDENT

Corporate Seal:

STATE OF ILLINOIS. SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named John Vice President and Assistant Secretary of the Harris Trust and Savings Bank, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such John Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date - Oct 8, 1911, 7:45 A.M.

National Parks

Niemeyer 2001

My Commission Expires February 19, 1990

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 100-10000
BY Barbara Kallsteden TRUSTEE
BEST SECRETARY

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ATTACHMENT TO TRUST DEED DATED June 1, 1981 BETWEEN Harris
Trust and Savings Bank Trust No. 4367 LTA dates 6/1/81
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 in 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 two percent (2%) 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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7-10-81

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