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TRUST DEED (MORTGAGE)  
VARIABLE RATE

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THIS INDENTURE, dated July 1, 1987, between Malcolm R.A. Chisholm and Ramona J. Chisholm (his wife)

of the City of Chicago, County of Cook, State of Illinois (hereinafter called "Grantors") and BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association doing business in the City of Chicago, County of Cook, State of Illinois, together with its successors and assigns, called the "Trustee";

WITNESSETH:

WHEREAS, Grantors are indebted to the Trustee in the principal sum of Eight Thousand Five Hundred Ninety and no/100 Dollars, which indebtedness is evidenced by the Grantor's Note and Security Agreement (hereinafter called the "Agreement"), providing for periodic payments as called for therein with the balance of the indebtedness, if not paid at an earlier date, due and payable on July 14, 1994.

NOW THEREFORE, to secure the payment, in accordance with the provisions of the Agreement of said indebtedness, and the performance of all other covenants, agreements and obligations of the Grantors under the Agreement and hereunder, the Grantors hereby COVENANT and WARRANT to the Trustee the following described real estate (hereinafter called the "premises") situated in the City of Chicago, County of Cook, State of Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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P.I.N. 14-21-302-028-1001

together with all improvements, tenements, easements, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The Grantors covenant and agree: (1) to pay said indebtedness, and all other amounts that may be payable under the Agreement as provided in the Agreement or according to any agreement extending the time of payment; (2) to pay, before any penalty attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after any destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste to the premises shall not be committed or suffered; (5) to keep all buildings and other improvements now or hereafter on the premises insured against such risks, for such amounts and with such companies and under such policies and in such form, all as shall reasonably be satisfactory to the legal holder of the Agreement, which policies shall provide that loss thereunder shall be payable first to the holder of any prior encumbrance on the premises and second to the Trustee as their respective interests may appear, and, upon request, to furnish to the Trustee or to the legal holder of the Agreement satisfactory evidence of such insurance; and (6) to pay, when due, all indebtedness which may be secured by any prior encumbrances on the premises.

The Grantors further agree that, in the event of any failure to so insure, or pay taxes or assessments, or pay the indebtedness secured by any prior encumbrances, either the Trustee or the legal holder of the Agreement may, from time to time, but need not, procure such insurance, or pay such taxes and assessments, or discharge or purchase any tax lien or title affecting the premises, or pay the indebtedness securing any prior encumbrances on the premises; and the Grantors agree to reimburse the Trustee or the legal holder of the Agreement, as the case may be, upon demand, for all amounts so paid, together with interest thereon at the highest lawful contract rate from the date of payment to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or of any covenants or agreements contained in the Agreement, the indebtedness secured hereby shall, at the option of the legal holder of the Agreement, without demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, to the same extent as if such indebtedness had matured by its express terms.

The Grantors further agree that all expenses and disbursements paid or incurred on behalf of the Trustee or the legal holder of this Agreement in connection with the foreclosure hereof (including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges and cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee or the legal holder of the Agreement, as such, may be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor the release hereof given, until all such expenses and disbursements, and the costs of suit, including attorneys' fees have been paid. The Grantors, for the Grantors and for the heirs, executors, administrators, successors and assigns of the Grantors, waive all right to the possession of and income from the premises pending such foreclosure proceedings, and agree that, upon the filing of any complaint to foreclose this Trust Deed, the Court in which such complaint is filed may at once, and without notice to the Grantors, or to any party claiming under the Grantors, appoint a receiver to take possession or charge of the premises with power to collect the rents, issues and profits of the premises.

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The Trustee shall, upon receipt of its reasonable fees, if any, for the preparation of such release, 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 the Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after the maturity thereof, produce and exhibit to the Trustee the Agreement, representing that all indebtedness secured hereby has been paid, which representation the Trustee may accept as true without further inquiry.

The lien of this Trust Deed is subject and subordinate to the lien of any prior encumbrance of record on the premises.

The term "Grantors" as used herein shall mean all persons signing this Trust Deed and each of them, and this Trust Deed shall be jointly and severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns.

All obligations of the Grantors, and all rights, powers and remedies of the Trustee and the holder of the Agreement, expressed herein shall be in addition to, and not in limitation of those provided in the Agreement or by law.

WITNESS, the hand(s) and the seal(s) of the Grantors as of the day and year first above written.

x Malcolm R. Chisholm (Seal) x Ramune J. Chisholm (Seal)  
MALCOLM R. CHISHOLM RAMUNE J. CHISHOLM  
721 W. Brompton, Chgo., IL. 60657 721 W. Brompton, Chgo., IL. 60657 (Seal)

This instrument prepared by:

Diane Woods, c/o Boulevard Bank, 410 N. Michigan Avenue, Chicago, Illinois 60611  
(Name and Address)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, a Notary Public in and for the State and County aforesaid, do hereby certify that Malcolm R. A. Chisholm and Ramune J. Chisholm ( his wife ) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she, they) signed and delivered said instrument as his (her, their) 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 official seal this 1st day of July, 1987

Catherine M. Suchow  
Notary Public

My Commission Expires October 17, 1988

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State of Illinois  
County of Cook  
In and for the County of Cook, State of Illinois, I, the undersigned, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said County.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County

Notary Public in and for the State of Illinois

My commission expires on \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

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## EXHIBIT "A"

Unit 1E as delineated on the Survey of the following described real estate:

Sublot 22 and the East 30 feet of the Sublot 21 (except from said premises the South 8 feet thereof reserved for alley) in Tilt's Addition to Lake View Addition being a subdivision of sundry and parts of lots in Hambleton and Howe's Subdivision of Block 10 in Hundley's Subdivision of Lots 3 to 21 and 33 to 37, both inclusive, in Pine Grove, a subdivision of fractional section 21, Township 40 North, Range 14 East of the 3rd Principal Meridian in Cook County, Illinois,

which Survey is attached as Exhibit A to the Declaration of Condominium Ownership made by J. Michael Hays and Claire L. Hays, his wife, recorded in the office of the Recorder of Cook County, as Document No. 24-063-498 together with an undivided 16.28 percent interest in said real estate (except from said real estate all of the property and space comprising all the Units thereof as defined and delineated in said Declaration and Survey.

Grantor furthermore expressly grants to the grantees, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements of record for the benefit of said property.

This conveyance is made to all rights, benefits, easements, restrictions, conditions, reservations and covenants contained in said Declaration, and the Grantor expressly reserves to itself, its successors and assigns, the rights, benefits and easements set forth in said Declaration for the benefit of all remaining property described in said survey or said Declaration.

Subject to: General real estate taxes for the year 1977 and subsequent years; building lines and use or occupancy restrictions of record; covenants and conditions of record; terms, provisions covenants and conditions of the Declaration of Condominium Ownership and of easements, restrictions and covenants and by-laws for 721-723 Brompton Place Condominium Association, and all amendments thereto; and limitations and conditions imposed by the Condominium Property Act.

GEO  
REC

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