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TRUST DEED

1987 OCT 26 PM 3:14

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 16, 1987, between DORIS M. KINDERS, a never married person,

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

Fifty-Eight Thousand Four Hundred and No/100 (\$58,400.00)-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER USAMERIBANC/CHICAGO

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of

payable at the rate of ~~percent~~ per annum in instalments (including principal and interest) as follows: the final payment of principal and interest, if not sooner paid, being due on the 1st day of November, 1992.

of ~~the~~ ~~day~~ of ~~each~~ 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 ~~day~~ of ~~the~~ 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 12.5% 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 USAMERIBANC/CHICAGO, 307 North Michigan Avenue, Chicago, Illinois 60601

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 One Dollar 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, and commonly known as 1920 North Lincoln, Unit No. 9, Chicago, Illinois, to wit:

15.00

See attached legal description.

PIN: See Rider attached to this Trust Deed.

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 Mortgagors may be entitled thereto (which are pledged primarily and in 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 controlled), and ventilation, including without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, 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 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, and upon 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.

[SEAL] DORIS M. KINDERS [SEAL]

STATE OF ILLINOIS,)
County of DuPage) SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DORIS M. KINDERS, a never married person

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

OFFICIAL SEAL ANNETTE M. MOORE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/27/90

and Notarial Seal this 16th day of October 19 87 Annette M. Moore Notary Public

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

1920 North Lincoln, Unit 9

June Wostolitz Grady
Much Shelist Freed Deneberg Ament & Elger, P.C.
200 North LaSalle Street, Suite 2100
Chicago, Illinois 60601-1095

MAIL TO:

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

Identification No. 221026
By CHICAGO TITLE AND TRUST COMPANY
Assistant Secretary/Assistant Vice President

1. Mortgages shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policy providing for payment by the insurance companies of money 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 expiration of the respective dates of expiration.

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgages 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 (hereof, or redeem from any tax sale or foreclosure affecting said premises or convert any tax or assessment; All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or 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 authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and 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 pre maturity rate set forth herein in lieu of the post maturity rate set forth in the note; provided that the 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 Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereunder authorized relating to taxes or assessments, may do so according to any bill, statement or estimate of the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate, and may pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, at the option of the holders of the note, and without notice to Mortgages, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. 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 in the decree for sale all expenses and costs 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, and other expenses for documentary 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, title insurance policies, Torrens certificates, 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 or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much 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 pre maturity rate set forth herein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy 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 foreclosure, the sale or other action 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.

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

9. Upon, or at any time after the filing of a bill to foreclose the trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of a bill to foreclose, without notice to the solvent or insolvency of Mortgages at the time of application for such receiver and without regard to the 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 receiver. 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 a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, except for the intention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the premises during the whole or part of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to conclusion of the sale; (b) the deficiency in case of a sale and a deficiency; (c) the deficiency in case of a sale and a deficiency; and (d) the deficiency in case of a sale and a deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be a subject to 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, or to inquire into the validity of the signatures or of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power herein expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereunder.

13. Trustee shall release the 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, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing, in all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number, purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the 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 it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person 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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

with 10 days!

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RIDER TO TRUST DEED DATED
OCTOBER 16, 1987 MADE BY
DORIS M. KINDERS, MORTGAGOR,
AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

R-1. Condominium Project. The premises comprise a unit in, together with an undivided interest in the common elements of, a condominium project located at 1920 North Lincoln, Chicago, Illinois (the "Condominium Project"). The Condominium Project is governed by an owners' association or other governing body (the "Owners' Association") pursuant to the provisions of the Declaration, By-Laws, or other code of regulations.

R-2. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the Owners' Association.

R-3. Hazard Insurance. So long as the Owners' Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as the Holder of the Note may require, and in such amounts and for such periods as the Holder may require, then Mortgagor's obligation under this Trust Deed to maintain hazard insurance coverage on the premises is deemed satisfied. The provisions of this Trust Deed regarding application of hazard insurance proceeds shall be superseded by any provisions of the Declaration, By-Laws or other code of regulations of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of this Trust Deed. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Mortgagor shall give Holder prompt notice of any lapse in such hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the premises, whether to the unit or to the common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to the Holder of the Note for application to the sum secured by this Trust Deed, with the excess, if any, paid to Mortgagor.

R-4. Tax and Insurance Escrows. If requested by the Holder of the Note, Mortgagor shall deposit with the Holder on the first day of each month amounts sufficient in the opinion of the Holder to create and maintain an adequate reserve fund from which to pay all taxes, assessments and other charges involving the mortgaged premises and all insurance premiums as they become due. Upon the occurrence of an event of default in Mortgagor's obligations, the Holder may, but shall not be obligated to, make such payments.

Such amounts shall be held by the Holder without liability for the payment of interest and may be commingled with other assets of the Holder. If the Holder retains such reserve funds, then Mortgagor shall deliver to the Holder all bills for such taxes, assessments or other charges and insurance premiums received by Mortgagor and the Holder, upon receipt of the bills, shall pay from such fund all taxes, assessments and other charges and insurance premiums as they become due. The Holder shall not be required to determine the accuracy of any bill or the validity of any such taxes, assessments, other charges and insurance premiums. To the extent such fund is insufficient, Mortgagor shall pay before any penalty or interest accrues all such taxes, assessments, other charges and insurance premiums and deliver to the Holder at least ten days prior to the due dates of such taxes, assessments and other charges and twenty days prior to the due date of such insurance premiums receipts evidencing such payments. Nothing contained in this Trust Deed shall prevent Mortgagor, so long as there has been no event of default under the Mortgagor's

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obligations, from contesting the amount of any such taxes, assessments and other charges, provided Mortgagor deposits with the Holder an amount which, in the sole discretion of the Holder, is sufficient to pay the entire amount of such contested taxes, assessments and other charges plus any and all penalties or interest which may be added.

R-5. Holder's Consent. Mortgagor shall not, except upon notice to the Holder and with the Holder's prior written consent, partition or subdivide the premises or consent to:

- (a) the abandonment or termination of the Condominium Project;
- (b) any material amendment to the Declaration, By-Laws or other code of regulations of the Owner's Association; or
- (c) the effectuation of any decision by the Owner's Association to terminate professional management and assume self-management of the Condominium Project.

R-6. Due on Sale. If the Mortgagor shall sell, assign, convey, transfer or encumber all or any portion of the premises or the beneficial interest of any trust holding title to the premises, or contract to sell, assign, convey, transfer or encumber all or any portion of the premises or the beneficial interest of any trust holding title to the premises, whether by operation of law or otherwise, without the prior written consent of Trustee or the Holders of the Note, then and in every such case the whole of the indebtedness evidenced by the Note shall, at once, at the option of the Trustee or Holder, become immediately due and payable, together with accrued interest, without notice to Mortgagor.



DORIS M. RINDERS

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LEGAL DESCRIPTION

for property commonly known as Unit 9, 1920 North Lincoln,
Chicago, Illinois:

Unit 9 in the 1920 Lincoln Condominium as delineated on the Plat of Survey of
the following described parcel of real estate:

A tract of land (which includes portions of lots taken for the opening of Ogden
Avenue by condemnation proceedings had in Case No. 42162Co and said Ogden Avenue
having subsequently been vacated by Ordinance, a copy of which was recorded November
13, 1969 as Document No. 21,012,200), described as:

Part of Lots 14, 15, 18, the 10 foot alley North of and adjoining said Lot 15 and the
40 foot street (Lonergan Street) lying East of and adjoining Lot 15, all in
Lonergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees'
Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal
Meridian, also said tract includes part of Lot 1 in the Subdivision of Lots 19, 20
and 21 in Armstrong's Subdivision of the North 3 acres and Lots 16 and 17 in
Lonergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees'
Subdivision, aforesaid, all of the above being taken as one tract, bounded and
described as follows:

Commencing at the Southwest corner of Lot 22 in Lonergan's Subdivision, aforesaid;
thence West along the North line of West Wisconsin Street, and said North line
extended, a distance of 83.61 feet to a line that is 50 feet East of and parallel to
the West line of North Orleans Street, extended North; thence North along said
parallel line, a distance of 100.76 feet to its intersection with a line that is 44
feet Southeasterly of and parallel to the Northwesterly line of Ogden Avenue, as
opened by Ordinance of the City Council; thence Northeasterly along said line which
is 44 feet Southeast of and parallel to the Northwesterly line of Ogden Avenue, as
opened, a distance of 94.83 feet to the Southwesterly line of North Lincoln Avenue,
as extended; thence Southeasterly along the Southwesterly line of North Lincoln
Avenue, extended, a distance of 64.36 feet to the Southeasterly line of North Ogden
Avenue, as opened; thence Southwesterly along the Southeasterly line of North Ogden
Avenue, as opened, to the West line of Lot 18 in Lonergan's Subdivision, aforesaid;
thence South along the West line of Lots 18, 19, 20, 21 and 22 in said Lonergan's
Subdivision to the place of beginning, in Cook County, Illinois, which survey is
attached as Exhibit B to the Declaration of Condominium Ownership recorded in the
Office of the Recorder of Deeds of Cook County, Illinois on 12-5-86 as Document No.
86-581215, together with its undivided percentage if interest in the Common
Elements.

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