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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 3 19 87, between Lake View Trust and Savings Bank, not personally but solely as Trustee U/T/N 6314 U/A/D 10/27/82 and Robert F. Andre, Jr.

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 Seven Thousand Five

Hundred and no/100 (\$7,500.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER RONALD STAMMICH

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 3, 1987 on the balance of principal remaining from time to time unpaid at the rate of ten (10) per cent per annum in instalments (including principal and interest) as follows:

One Hundred Fifty-Nine and 35/100 (\$159.35) Dollars or more on the first day of December 19 87, and One Hundred Fifty-Nine and 35/100 (\$159.35) Dollars or more on the first day of each month 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 first day of November, 1988. 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 16% 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 Ronald Stammich, 845 West Armitage

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, to wit:

Lot 17 in Block 2 in Adam Oeh's Addition to Chicago, in the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded March 18, 1885 as Document 699679, in Cook County, Illinois.

Permanent Index No. 17-06-127-023

Commonly known as 2040 West Crystal, Chicago, Illinois

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 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 controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator 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.

Lake View Trust and Savings Bank, not personally but solely as trustee as aforesaid (SEAL) Robert F. Andre, Jr. (SEAL)

STATE OF ILLINOIS, County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert F. Andre, Jr.

who 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 he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of November 19 87

Notarial Seal Notary Public

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87595036

Notary Public

9 3 6

Given under my hand and Notarial Seal this 3rd day of November, 19 8

Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and Trust Officer, 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, as Trustee as aforesaid, for the uses and purposes therein set forth and there acknowledged that said Trust Officer, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

James E. Polites, Jr.

Vice President of the LAKE VIEW TRUST AND SAVINGS BANK, and

G. Reinhard

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF ILLINOIS )  
) SS )  
) COUNTY OF COOK )

Trust Officer

Actual

By ASST. Vice President

LAKE VIEW TRUST AND SAVINGS BANK As Trustee as aforesaid and not personally,

THIS TRUST DEED is executed by the Lake View Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake View Trust and Savings Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said first party or on said Lake View Trust and Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the first party and its successors and said Lake View Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any. IN WITNESS WHEREOF, Lake View Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer, the day and year first above written.

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# UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED  
AND NOTE DATED NOVEMBER 3, 1987, BETWEEN  
LAKE VIEW TRUST AND SAVINGS BANK, NOT PERSONALLY BUT  
SOLELY AS TRUSTEE U/A/D 10/27/82 AND K/A TRUST NO. 6314  
AND ROBERT F. ANDRE, JR. AND CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE

1. This is a part purchase money mortgage.
2. The Mortgagors hereunder reserve the right to prepay this obligation either in whole or in part at anytime without payment of any premium or penalty whatsoever.
3. The Mortgagors further covenant not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), or transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust, and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of their right to demand immediate payment.
4. If any installments of principal or interest due hereunder shall become ten (10) days overdue, Maker shall pay to the holder hereof a "late charge" of five cents (\$.05) for each dollar so overdue, to compensate the holder for the cost of collection, the right to a "late charge" being in addition to all other rights and remedies granted to the legal holder hereunder.
5. It is hereby expressly agreed by Maker that time is of the essence hereof, and should any default be made in the payment of principal or interest which default shall continue for a period in

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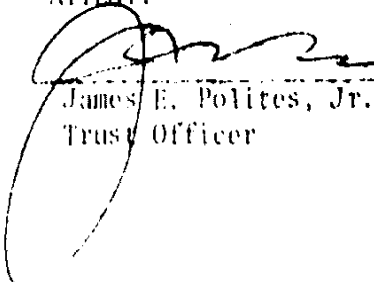
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excess of ten (10) days after the date when said payment shall fall due, or in the event the right to foreclose the Mortgage shall otherwise accrue to the legal holder of this Note, then, at the option of the holder hereof, the holder may collect interest on the entire unpaid balance of said principal sum at a rate of sixteen percent (16%) per annum from the date of such default until such default is cured by maker, which interest shall be payable on each day on which an installment of principal or interest is due hereunder, anything herein or in the Mortgage to the contrary notwithstanding, and the legal holder, may, in addition, declare the entire unpaid balance of said principal sum with interest accrued thereon and all other sums due from Maker hereunder or under the provisions of the Mortgage to be immediate due and payable.

6. In the event this Rider conflicts with the terms of the Trust Deed, the terms of this Rider shall prevail and control.

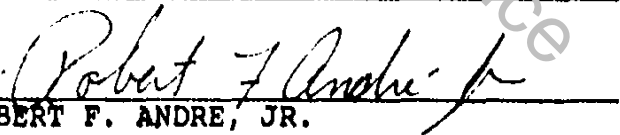
LAKE VIEW TRUST AND SAVINGS BANK,  
NOT PERSONALLY BUT SOLELY AS TRUSTEE  
U/A/D 10/27/82 AND V/P. TRUST NO. 6314

ATTEST:

  
James E. Polites, Jr.  
Trust Officer

By:   
G. R. Reinhard

Its: Asst. Vice President

  
ROBERT F. ANDRE, JR.

CHICAGO TITLE AND TRUST COMPANY,  
TRUSTEE

By: \_\_\_\_\_

Its: \_\_\_\_\_

f:rider.jbb/crm2

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\$16.00



Property of Cook County Clerk

JoAnn Beck  
c/o Lynn Hevenstern  
20 N. Clark  
Suite 500  
Chgo, Ill 60602

DEPT-01  
14333 TRAN 2218 11/04/87 10:50:00  
45504 C \*87-595036  
COOK COUNTY RECORDER

It is expressly understood and agreed by and between the parties hereto that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee are made and intended, not as personal representations, covenants, undertakings and agreements of Lake View Trust and Savings Bank but are made and intended for the sole purpose of binding the Trust property, and this document is executed and delivered by said Lake View Trust and Savings Bank, not in its own right, but, as Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, nor shall in any time be asserted or be enforceable against, Lake View Trust and Savings Bank on account of any representation, covenant, undertaking or agreement therein contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through or under them.