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TRUST DEED

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

of Dollars or more on 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 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 successor, 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, R- AND STATE OF ILLINOIS, to-wit: and commonly known as 1920 North Lincoln, Unit No. 19, Chicago, Illinois, to wit:

See attached legal description.

This document is being re-recorded to reflect the correct unit number.

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 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, 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 for 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, I, the undersigned, 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

County of DuPage 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 02/27/90

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

TRIC 222782 BM

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FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OR ABOVE
DESCRIBED PROPERTY HERE
1920 North Lincoln, Unit 9

June Wojtowicz Grady
200 North LaSalle Street, Suite 2100
Chicago, Illinois 60611-1920
Much Shelist Freed Denenberg Ament & Elger, P.C.

MAIL TO:

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

CHICAGO TITLE AND TRUST COMPANY

Identification No. 221026

By

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien or unpaid taxes or assessments or other items for which the mortgagor is liable; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or building improvements which may be required by Trustee or to holders of the note; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance; and (g) pay special taxes, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

2. Mortgages shall keep all buildings and improvements now or hereafter situated on said 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 insured under policies providing for payment by the insurer or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment by the insurer or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment by the insurer or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment by the insurer or windstorm and flood damage.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said 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 insured under policies providing for payment by the insurer or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment by the insurer or windstorm and flood damage.

4. In case of default hereof, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form, and may, but need not, make full or partial payments of principal or interest on the note or on the mortgage, discharge, compromise or settle any tax lien or other claim or lien, or reduce from any tax sales or foreclosing said premises or interest in said premises, 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 hereunder 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 as a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth in the note. Inaction of 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 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, foreclosure, lien or claim thereof.

6. Mortgages shall 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 any notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary, become due and payable (a) immediately in the case of default hereof, or (b) when default hereof shall occur and continue for three days in the performance of any of the obligations herein contained.

7. When the indebtedness hereby secured has become due and payable 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 expenditures, fees, appraiser's fees, and expenses 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 expenses for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or 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 for prosecution of the suit, such as title or evidence to bidders at any sale 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 post maturity rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including proceeding for foreclosure 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 of the lien hereof or for the recovery of any sum of money or the securing of any right, 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 proceedings, 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 a return of a writ of possession, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a home or not; and the Trustee hereunder may be designated 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 intervention 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 in 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 other lien or claim which may be or become superior to the lien hereof, or of such decree, provided such application is made prior to the closing sale; (b) the deficiency in case of a sale and deficiency, or of any other act or deed, or of any other lien or claim which may be or become superior to the lien hereof, or of such decree, provided such application is made prior to the closing sale; (c) the deficiency in case of a sale and deficiency, or of any other act or deed, or of any other lien or claim which may be or become superior to the lien hereof, or of such decree, provided such application is made prior to the closing sale.

10. No action for the enforcement of the lien or of any provision hereof shall be 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 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 exercise any power herein given unless 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 of that of the agents or employees of Trustee, and it may require independent 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 of the note, produce and exhibit to Trustee the note, representing a successful foreclosure has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note hereof any note which bears an identification number reporting 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; it may accept as the genuine note herein described any note which may 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; it may accept as the genuine note herein described any note which may 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.

13. Trustee shall 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 Trustee may execute and deliver a release hereof, and at the request of any person who shall, either before or after maturity of the note, produce and exhibit to Trustee the note, representing a successful foreclosure has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note hereof any note which bears an identification number reporting 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; it may accept as the genuine note herein described any note which may 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.

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 note or this Trust Deed and all provisions hereof, 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.

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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 Mortgage shall deliver to the Holder all bills for such taxes, assessments or other charges and insurance premiums received by Mortgage 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, Mortgage 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 Mortgage, so long as there has been no event of default under the Mortgage's

R-4. Tax and Insurance Escrows. If requested by the Holder of the Note, Mortgage 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 Mortgage's obligations, the Holder may, but shall not be obligated to, make such payments.

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 Mortgage'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. Mortgage 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 Mortgage 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 Mortgage.

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

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.

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

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Property of Cook County Office

DORIS M. KINDERS

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, whether by premises, or contract to sell, assign, convey, transfer or interest of any trust holding title to the premises, without the 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.

- (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-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:

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.

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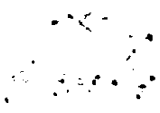
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Property of Cook County Clerk's Office



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FEE: \$15.00
RECORDING TIME: 02/17/00 11:53:00
RECORDING NO: 14-33-401-042

PTN #14-33-401-042

Elements.

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 Southeast of and parallel to the Northwesterly line of Ogden Avenue, as opened by Ordinance of the City Council; thence Northwesterly 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, extended; thence Southeast 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 Southeasterly 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 12-5-99, as Document No. 86-581215, together with its undivided percentage interest in the Common

elements described as follows:
Subdivision, aforesaid, all of the above being taken as one tract, bounded and Lonergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees' and 21 in Armstrong's Subdivision of the North 3 acres and Lots 16 and 17 in Meridian, also said tract includes part of Lot 1 in the Subdivision of Lots 19, 20 Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, a distance of 40 feet East of and adjoining Lot 15, all in Lonergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees' 40 foot street (Lonergan Street) lying East of and adjoining Lot 15, all in Part of Lots 15, 18, the 10 foot alley North of and adjoining said Lot 15 and the 13, 1969 as Document No. 21,012,200), described as:

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

R-
for property commonly known as Unit/9, 1920 North Lincoln, Chicago, Illinois;

LEGAL DESCRIPTION

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