

TRUST DEED

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(INDIVIDUAL)

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made **OCTOBER 25, 1989**, between

ROBERT E. BORMES AND PATRICIA A. BORMES, his wife

herein referred to as "Mortgagors," and

FIRST NATIONAL BANK OF BLUE ISLAND

a Corporation, duly organized and existing under the laws of the United States, and qualified to do a trust business under and by virtue of the laws of the State of Illinois, doing business in Blue Island, Illinois, herein referred to as "Trustee," witnesseth

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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

NINETY THOUSAND AND 00/100 (\$90,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date thereof on the balance of principal remaining from time to time unpaid at the rate of **10.50** per cent per annum in instalments as follows: **EIGHT HUNDRED NINETY NINE AND 00/100 (\$899.00)**

Dollars on the **1st** day of **December**, **1989** and **EIGHT HUNDRED NINETY NINE & 00/100**

Dollars on the **1st** 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 **1st** day of **November**, **1994**

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 **10.50** per cent per annum, and all of said principal and interest being made payable at the offices of the First National Bank of Blue Island, in Blue Island, Illinois, or at such place as the Holders of the Note may, from time to time, appoint in writing

NOW, THEREFORE, the Mortgagors do swear, 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 and one cent, the receipt whereof is hereby acknowledged, do by these presents GRANT and WARRANT unto the Trustee, its successors, and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situated lying and being in the **City of Chicago**, **county of Cook** AND STATE OF ILLINOIS, to wit:

PARCEL 1:

Unit 1506 in Lake Point Tower Condominium, as delineated on a Survey of the following described Real Estate:

A part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock addition in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, which Survey is attached as Exhibit 'A' to the Declaration of condominium recorded as Document No. 88309162 and as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PARCEL 2:

Easements for the benefit of Parcel 1 for the purposes of structural support, ingress and egress, and utility services as set forth in declaration of covenants, conditions, restrictions and easements made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 7, 1988 and known as Trust Number 1043-99-09, dated July 13, 1988 and recorded July 14, 1988 as Document No. 88309160.

Mortgagor also hereby grants to the mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

The **WITNESSES** to this instrument, on 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 **Robert E. Bormes** and seal of Mortgagors the day and year first above written.

Robert E. Bormes (SEAL)

Patricia A. Bormes (SEAL)

1300 (SEAL)

STATE OF ILLINOIS,

SS.

I, the Undersigned
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT **ROBERT E. BORMES AND PATRICIA A. BORMES, his wife**

COUNTY OF COOK

who are personally known to me to be the same persons, whose name is
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

"**Robert E. Bormes** are signed, sealed and delivered the said instrument as their free and
voluntary witness for the uses and purposes therein set forth, including the release and waiver of the right of
Homestead." **10/28/90**

GIVEN under my hand and Notarial Seal this **25th** day of **October**, A.D. 19**89**

THIS DOCUMENT PREPARED BY

Annie R. Cross

Notary Public

FIRST NATIONAL BANK OF BLUE ISLAND
13057 S. WESTERN AVENUE
BLUE ISLAND, ILLINOIS 60406

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE ONE HEREBY ARE CALLED THE TRUST DEED.

1. Mortgagor shall (1) promptly repair, restore or reconstruct any buildings or improvements to any or all realty or fixtures thereon which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from any encumbrance or charge for services not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by him in the operation and maintenance of the property and which is superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior obligations to the satisfaction of the holder of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection or on said premises; (5) comply with all zoning and other municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises without the consent of the law or in other

2. Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the due date of each and every month during the term of said mortgage with respect to one-twelfth of the estimated general real estate taxes then accruing against said premises computed as the amount of the last available real estate taxes. Mortgagors shall pay special taxes, service assessments, water charges, sewer charges and other taxes as per the bill of same and shall at written request furnish to Trustee or holder of the note referred to herein duplicate receipts therefor.

3. Mortgagors shall keep all buildings and improvements, as well as heretofore situated on said premises, in good repair, save against fire, lightning or windstorm and flood damage, where the lender is entitled by law to have an action so recorded in the name of the mortgagor, for damages, the exclusive possession of money sufficient either to pay the cost of repairing or replacing the same or to pay on behalf of the lender expenses incurred thereby, all amounts payable under the note, interest remaining due and payable, in case of loss of damages, to be used for the payment of the principal of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver a copy of the same to the agent and renewable policies to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than one year prior to the respective dates of expiration.

b. The Trustee or the holders of the note hereby consent, making any payment hereby authorized relating to taxes or assessments, may, without regard to any bill, statement or estimate prepared from the appropriate public office, without inquiry into the accuracy of such bill, statement or estimate, or into the validity of any tax or assessment, cause to foreclose, sue for, or take or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of this note, and without notice to Mortgagors, all or any indebtedness secured by this Note Demand Note, or any other thing in the note or in this Trust Deed to the contrary, become due and payable at immediately on the date of default, or at such day as may be stated in principal or interest on the note, or the when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

2. Mortgagor shall not so far as possible without the prior knowledge or consent of the Trustee or the transferor of the foregoing first had and obtained, a sale, assignment or transfer of the property or any part thereof or any interest therein. Nor shall the trustee or the holder of any such security or charge, except under the terms and conditions of the Management or any other document on behalf of the Mortgagor.

B. When the independence term, τ , is small enough to ensure that whether by acceleration or otherwise, boundedness of the solution is guaranteed.

8. When the instrumentality herein referred to has been sold or
to foreclose the lien herein, in any suit to foreclose the "lien hereof", there shall be allowed and included as additional attorney's fees or expenses of sale or fore-
closure all expenditures and expenses which may be made by or on behalf of Trustee or holders of the note for attorney fees, trustee fees, appraisal
fees, outlays for documentary and recording expenses, stenographer's charges, postage, photocopies, and other expenses of administration, as well as reasonable compensation to be set and
expended after entry of the decree of foreclosure, for collectors of title, title examiners, appraisers, brokers, and other persons engaged to settle and
similar data and assistance with respect thereto; and the Trustee or holders of the note may deem it necessary to instruct the persons so engaged to do so
to evidence to holders of any sale which may be had pursuant to such entry on the true amount of the sum of the principal, interest, and
attorneys' fees and expenses of the nature of this funding agreement, which sum shall become an additional attorney's fee or expense of sale or fore-
closure, with interest thereon at the rate of
10.50
per cent per annum, when and as incurred by Trustee or holders of the note
in connection with (a) any proceeding, including, but not limited to bankruptcy proceedings, to which either of them shall be a party, either as party of the plaintiff
or defendant, by reason of this trust deed or any instruments heretofore or since made or (b) preparation for the commencement of any suit for the foreclose-
ment hereof after accrual of such right to foreclose whether or not actually commenced, or for preparations for the defense of any proceeding or pro-
ceeding which might affect the interests or the security herein, whether or not actually commenced.

ceasing which might affect the proceeds of the security, or in whether or not to apply such proceeds.

9. 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; second, on account of other items which under the terms hereof constitute second indebtedness, additional to that evidenced by the note, with interest thereon at the rate of six percent per annum; third, all taxes paid and interest remaining unpaid on the premises, and any overplus to Mortgagors, their heirs, legal representatives or assigns, all other rights may appear.

10. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint by a decree of said court, such appraiser(s) as it may direct, without regard to the value or insufficiency of the deposit of the amount of application for each receiver and without regard to the then value of the premises covered by the same, that shall be appointed as a commissioners or commissioners and the trustee hereunder may be accounted as such trustee, such commissioners shall have power to assess the real estate and personalty of the premises covered during the pendency of such foreclosure suit and in case of a sale any difference between the full amount of the sum bid at such sale and the amount of the sum bid when the same was sold, the commissioners may determine the same, and the commissioners may award rents, issues and profits, and all other recoveries which may be necessary or convenient for the payment of the premium, interest, costs, attorney's fees, and expenses of the commissioners, and the expenses of the operation of the premises during the whole of said period. The Court from time to time may authorize the trustee to pay the entire amount of the premium in payment in whole or in part of all the notes held by him, or any and all sums due him from the lessees of the land, and security has been so deposited in the other tenement which may be held or be made subject to the tenancy or of such other tenement provided such tenement is subject to first priority of the date of entry of a sale and in part only.

11. No action for the enforcement of this Agreement or any provision hereof shall be brought to any court except one which would not be subject to the law of the state in which such action is brought.

12. Travelling the borders of the zone shall have the right to inspect the premises of an seasonal or annual, and unless otherwise shall be prohibited for that purpose.

13. Trustee has no duty to examine the title, location, existence or condition of the property, nor shall Trustee be obligated to succeed the trustee or to exercise any power herein given unless expressly obligated by the terms hereof. For the right to sue and/or collect the omission of the trustee in case of any loss, gross negligence or misconduct on that of the agents or employees of Trustee, and it may require a complaint at the court of law before such omission can be proven.

14. Trustees shall release the trust account to the co-trustee by transfer, withdrawal, or otherwise, or at the request of any person who shall be interested in the trust account, if the co-trustee has been fully paid, and the trustee may demand an immediate release hereof, if and at the request of any person who shall be interested before or after maturity thereof, provided, and subject to, the condition that the note representing that amount shall be deposited with the trustee, and the trustee shall have the right to require payment of interest thereon, and the trustee may demand an immediate release hereof, if and at the request of any person who shall be interested before or after maturity thereof, provided, and subject to, the condition that the note representing that amount shall be deposited with the trustee, and the trustee shall have the right to require payment of interest thereon.

16. Testimony may be given by any person who has been called to the office of the Recorder or Registrar of Titles as a witness, or by any person who has been called to the office of the Recorder or Registrar of Deeds as a witness, or by any person who has been called to the office of the Commissioner of Land Titles as a witness.

1.7. Before extension of this Trust Deed, the Lender shall receive a copy of the proposed extension and shall have the right to object thereto within 14 days of receipt.

18. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any

UNESCO ICOMOS

IMPORTANT:
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE 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. .

FIRST NATIONAL BANK OF BLUE ISLAND & TRINITY

R. T. Hardy **X**
X Vice President
Alameda County Office

D NAME FIRST NATIONAL BANK OF BLUE ISLAND
E STREET 13057 South Western Avenue
L CITY Blue Island, Illinois 60406
I
V L.
E INSTRUCTIONS OR

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

UNIT 1506 - Lake Point Tower
Chicago, Illinois 60611

$$17 \div 10 = 1.7$$

UNOFFICIAL COPY

Digitized by srujanika@gmail.com

THIS DOCUMENT PREPARED BY	AMNESTY INTERNATIONAL BANK OF BOSTON, INC.
WHO	AMNESTY INTERNATIONAL BANK OF BOSTON, INC.
DATE	WHICH NAME IS
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON	
S	
GIVEN under my hand and Notarial Seal this 26th day of October AD 1989	
HOMESTEAD, FLORIDA	
I, AMNESTY INTERNATIONAL BANK OF BOSTON, INC., SOLEMNLY SWEAR AND DEclare, before the said Notary Public, that I have read the foregoing instrument, appeared before me this day in person and acknowledge that it is my free and voluntary act.	

STATE OF OREGON.	
ROBERT E. BORMES	
Patricia A. Bormes	
(S.E.A.L.)	
I, the undersigned a Notary Public in and for said County, in the State of Oregon, CERTIFY	
that ROBERT E. BORMES AND PATRICIA A. BORMES, his wife	
LAW	
55.	

A part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock addition in Section 10, Township 39 North, Range 1A east of the Third Principal Meridian, which Survey is attached to Part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock addition in Section 10, Township 39 North, Range 1A east of the Third Principal Meridian, which Survey is attached as Exhibit A, to the Declaration of the said Principal Meridian recorded as Document No. 88309162 and was filed in the office of the Clerk of the Circuit Court of Marinette County, Wisconsin, on the 15th day of October, 1906, in the name of the Pequot Land Company, as a continuation of the following description:

THE PRACTICE OF COMMUNISM AND THE POLITICAL IDEAS OF THE COMMUNIST LEADERSHIP IN CHINA

Details of the **152** **153** **154** of date **month** **155** **156** **157** **158** **159** **160** **161** **162** **163** **164** **165** **166** **167** **168** **169** **170** **171** **172** **173** **174** **175** **176** **177** **178** **179** **180** **181** **182** **183** **184** **185** **186** **187** **188** **189** **190** **191** **192** **193** **194** **195** **196** **197** **198** **199** **200** **201** **202** **203** **204** **205** **206** **207** **208** **209** **210** **211** **212** **213** **214** **215** **216** **217** **218** **219** **220** **221** **222** **223** **224** **225** **226** **227** **228** **229** **230** **231** **232** **233** **234** **235** **236** **237** **238** **239** **240** **241** **242** **243** **244** **245** **246** **247** **248** **249** **250** **251** **252** **253** **254** **255** **256** **257** **258** **259** **260** **261** **262** **263** **264** **265** **266** **267** **268** **269** **270** **271** **272** 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**1057** **1058**

Dollars on the 1st day of December 1989, and EIGHT HUNDRED NINETY NINE & 00/100

the following statement of premium paid prior to the date of the accident is herewith submitted to you for your information:

NINETY THOUSAND AND 00/100 (\$90,000.00) -----
Demanded by our attorney for defendant. Note of Dr. Morris Cohen of same date hereunto, made payable to DEFARER
Dollars.

THAT, WHEREAS the Commissioners are hereby authorized to settle the claims of the Indians of the Nez Perce tribe and to provide for their removal to the prairie lands of

ENTI NATIONAL BANK OF BLUE ISLAND - **Enti National Bank of Blue Island**, and referred to as "MotorAgens," and
a Corporation, duly organized and existing under the laws of the State of Illinois, doing business in Blue Island, Illinois, and granted to do a trust business under and by
order of the laws of the State of Illinois, doing business in Blue Island, Illinois, under and referred to as "Trustee," witnesseth.

ROBERT C. BORMES AND PATRICIA A. BORMES, HIS WIFE

THIS INDENTURE, made OCTOBER 25, 1989, between

30-4786200

THE ABOVE SPACE FOR HEGARDES USE ONLY
193920071 315

12036500 37-8 CIVICATIONAL

TRUST DEED

DEPARTMENT

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