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TRUST DEED



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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 17 1992, between RICHARD BARTELL

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

Forty Thousand and no/100----- (\$40,000.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from 1/17/92 on the balance of principal remaining from time to time unpaid at the rate of 7 3/4 percent per annum in instalments (including principal and interest) as follows:

four hundred twenty seven and 52/100 Dollars or more on the 1st day of March 1992, and \$427.52 Dollars or more 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 Feb. 2004. 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 3/4 per annum, and all of said principal and interest being made payable at such banking house or trust company in Des Plaines 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 bearer in said City.

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:

Lots 1 and 2 considered as a tract, except the Southerly 86 feet thereof in Block 4 in Walter G. McIntosh's NORwood Heights, being a subdivision of Lots 5 and 6 in County Clerk's Division of the Northwest quarter and the West half of the Northeast quarter (except the North 4.25 chains of said West half of the Northeast quarter) of Section 7, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PTN: 13-07-108-059, commonly known as 6801 W. Talcott Chicago, Il.

BOX 260

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.

Richard Bartell [SEAL] _____ [SEAL]
_____ [SEAL] _____ [SEAL]

STATE OF ILLINOIS, }
County of Cook } SS. PATRICK W. PONTARELLI
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT RICHARD BARTELL

who is personally known to me to be the same person whose name is subscribed to the

OFFICIAL SEAL foregoing instrument, appeared before me this day in person and acknowledged that PATRICK W. PONTARELLI is signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth
COMMISSION EXPIRES 11/15/95
(You under my hand and Notarial Seal this 17 day of January 1992)

Notarial Seal

92054821

RIDER TO TRUST DEED AND NOTE DATED THE 17th DAY
OF JANUARY, 1992 BETWEEN RICHARD BARTELL
and CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE

NOTWITHSTANDING, the terms and conditions set forth on the Trust Deed and Note to which this Rider is attached, the following terms and conditions shall be added to and be construed as part of the Trust Deed and Note and where there is a variance, the following conditions and stipulations shall control.

1. **DIE ON SALE:** The Mortgagor agrees that this Trust Deed and Note shall not be assigned, nor its obligations assumed, by any other party except in the case of devise and descent or by reason of death by one or the other party, and that no interest in the real estate shall be assigned, conveyed, sold, whether by land contract or otherwise nor transferred to a land trust, nor shall any beneficial ownership of any land trust be sold, transferred, conveyed, hypothecated or sold on an installment basis in the manner of a contract sale without first obtaining the written consent of the Holders of the Note. It is further agreed that in the event of a breach of this Agreement, the Holders of the Note shall have the right to accelerate all payments due under said Note and declare an immediate default by taking such action in any court of competent jurisdiction without further notice to the Mortgagor hereunder, maintaining such actions or combinations thereof in law and equity as may be available to the Holders of the Note, whether under the provisions of this Trust Deed or otherwise.

2. **REAL ESTATE TAXES:** Mortgagor shall be responsible for the timely payment of all the real estate taxes beginning with the first installment of the 1991 taxes and evidence of payment shall be forwarded to Holders of the Note within 45 days of payment being made.

3. **INSURANCE:** Mortgagor shall keep all buildings at any time on the premises insured in the names of the Holders of the Note and at Mortgagor's expense against loss by fire, lightning, windstorm and extended coverage risks in companies reasonably acceptable to Holders of the Note and to an amount at least equal to the replacement cost of the improvements located on the real estate. The insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price and Mortgagor shall deliver the policies thereof to Holders of the Note. Said insurance shall provide for Comprehensive General Liability no less than the amount of \$1,000,000.00 per occurrence and shall include the improved and, if any, unimproved properties.

The Mortgagor shall cause the Trustee to be named as an additional insured under the mortgage protection provisions of the fire insurance policy to be obtained by Mortgagor.

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In the case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled to, shall be used to reconstruct premises, pursuant to Illinois law. In the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance due hereunder.

4. PREPAYMENT PRIVILEGE: The balance of principal due thereunder may be prepaid at any time without penalty. No prepayment shall relieve the mortgagor from the next payment due hereunder of principal and interest. Any prepayment shall be first applied to unpaid interest to the date of prepayment and then to principal. No prepayment shall operate to reduce the payments provided for herein.

5. GRACE PERIOD AND PENALTY FOR LATE PAYMENT: The Mortgagor shall be entitled to a grace period of five (5) days from the due date of any payment of principal and interest due hereunder. In the event payment is not received within the grace period, then there shall be due a penalty of five (5%) percent of the total principal and interest payment. Said penalty shall be paid in addition to the payment and shall be deemed an additional obligation due under this Trust Deed and Note. A waiver of any penalty due by the Mortgagee shall not be a waiver or an estoppel of rights of the Mortgagee for subsequent payments. All payments shall be deemed "late" unless paid when due or within an applicable grace period.

6. ASSIGNMENT: All rights and interests of the Mortgagee and Holder(s) of the Note shall inure to the benefit of the heirs, successors and assigns upon any assignment of the instruments constituting the obligation of the Mortgagor.

7. INCORPORATION TO NOTE: Each and every provision of the Trust Deed (and Rider attached) is herewith incorporated by reference and made a part of the INSTALLMENT NOTE and agreed to by the Mortgagor herein and shall inure to the benefit of the heirs, successors and assigns of the bearers of this instrument as if the same had been specifically set forth under the terms of the instrument.

x *Richard Bartlett*

Mortgagor (On four)

Identified as:

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RELLINC/CO

RELEASE OF ASSESSMENT LIEN

KNOW ALL MEN BY THESE PRESENTS, that the Board of Managers of Eliot House Condominium Association, an Illinois not-for-profit corporation, does hereby release a certain Notice of Assessment Lien dated the 26th day of June, 1991 on the interest of Ward N. Riedesel in and to Unit 2208E, 1255 N. Sandburg Terrace, Chicago, Illinois, the legal description of which is attached hereto as Exhibit 'A' and incorporated by reference herein, which Notice was recorded on the 26th day of June, 1991 as Document No. 91313209 in the Office of the Recorder of Cook County, Illinois, all assessments, costs, interest and expenses due pursuant to said Notice ~~(s)~~ having been fully paid and discharged.

Dated: January 27, 1992

The Board of Managers of Eliot House Condominium Association, an Illinois not-for-profit corporation

Raf, Rosenbaum & Heftman

By: [Signature]
Its Attorneys and Authorized Agent

92054822

FOR THE PROTECTION OF THE OWNER, THIS RELEASE MUST BE FILED WITH THE RECORDER OF COOK COUNTY, ILLINOIS.

Mail To:

DAVID Chaikow
19 S. La Salle #603
Chicago, IL 60603

DEPT-01 RECORDINGS \$23.00
17777 TRAN 482 01/28/92 13:56:00
43773 * - 92 - 054822
COOK COUNTY RECORDER



Box- 392

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