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TRUST DEED

COOK COUNTY CLERK'S OFFICE

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made AUGUST 23, 1993, between KEVIN M. DOHERTY, a Bachelor

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

SEVENTY FOUR THOUSAND FOUR HUNDRED (\$74,400.00) 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 August 23, 1993 on the balance of principal remaining from time to time unpaid at the rate of 6 3/4% percent per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED EIGHTY TWO & 55/100 (\$482.55) Dollars or more on the 23rd day of September 1993, and FOUR HUNDRED EIGHTY TWO & 55/100 (\$482.55) Dollars or more on the 23rd 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 23rd day of September, 1998. 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 6 3/4% per annum, and all 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 residence of the holder of in said City. the note

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 COUNTY OF AND STATE OF ILLINOIS, to wit:

RIDER ATTACHED

ADDRESS OF REAL ESTATE: UNIT 4A 5901 N. SHERIDAN, CHICAGO, IL PERMANENT REAL ESTATE TAX INDEX NUMBER: 14-05-403-019-1022

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 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.

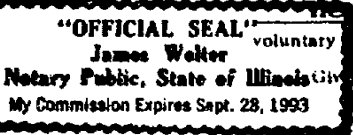
WITNESS the hand and seal of Mortgagors the day and year first above written.

Kevin M. Doherty signature and seal lines.

STATE OF ILLINOIS, County of COOK, I, JAMES WELTER, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT KEVIN M. DOHERTY, A BACHELOR

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 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 23rd day of AUGUST, 1993.

James Welter signature and Notary Public title.

74-50-864

Comments

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93032261

SUITE 111
100 W. MONROE ST.
JAMES E. WELTER

MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTANT 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
Assistant Secretary/Assistant Vice President
776153
Identification No.

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 not expressly subordinated to the lien hereof; (c) pay within any such priority lien to Trustee or Trustee's agent or to the premises upon exhibition of satisfactory evidence of such priority lien to Trustee or Trustee's agent or to the holder of the note, and upon request, furnish to Trustee or Trustee's agent, in the manner provided by statute, any tax duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax service charges, and other charges against the premises when due, and shall, upon request, furnish to Trustee or Trustee's agent, in the manner provided by statute, any tax or assessment which Mortgages may be liable to pay.

2. Mortgages shall pay penalties which attach to general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges which may be assessed or levied by law or municipal ordinance.

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 so insured) under policies providing for payment by the insurer companies 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 or Trustee's agent, 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 respective dates of expiration.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore 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 lien or claim or charge, or redeem from any tax sale or foreclosure affecting said premises or consent 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 the 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 therein, inaction of Trustee or holders of the note shall be considered as a waiver of any rights 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.

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 holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding a waiver in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the performance of any one of the covenants of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due and payable, there shall be allowed and included as additional indebtedness in the amount of the note or Trustee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisal fees, court costs for document preparation and expert evidence, and other costs and charges (which may be estimated as to items to be expended after entry of the decree of foreclosure) and other charges and examinations, and shall 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, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding a waiver in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the performance of any one of the covenants of the Mortgages herein contained.

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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms thereof shall be secured in the same manner as that evidenced by the note, with interest thereon as herein provided; third, all principal and interest due 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 lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointments may be made either before or after suit, without notice to the society 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 homestead or not and the Trustee hereof may be appointed as such receiver. Such receiver shall have power to collect the full 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, profits, and all other powers which may be necessary or the usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income of the premises in whole or in part to: (a) The deficiency in case of a sale and a deficiency; (b) The deficiency in case of a sale and a deficiency; (c) 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 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 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 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 indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release the trust deed and the lien thereon 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 to any and all independent persons who shall either before or after maturity thereof, production and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid; which representation Trustee may accept as true without inquiry. Where a release is requested, a release, however, such successor trustee may accept as the genuine note herein described any note which bears an identification number pertaining to the placed thereon by a prior trustee hereunder or which conforms 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 a 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 maker 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 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 of 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

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RIDER

UNIT NUMBER 4-"A" AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATES (HEREINAFTER REFERRED TO AS "PARCEL"): LOTS 5, 6, 7 AND 9 (EXCEPT THE WEST 14 FEET OF SAID LOTS) IN BLOCK 17, ALSO THAT LAND LYING EAST OF AND ADJOINING SAID LOTS 5 TO 8 INCLUSIVE AND LYING WESTERLY OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS SHOWN ON THE PLAT BY THE COMMISSIONERS OF LINCOLN PARK AS FILED FOR RECORD IN RECORDER'S OFFICE OF DEEDS OF COOK COUNTY, ILLINOIS, ON JULY 16, 1931 AS DOCUMENT NUMBER 10938695 ALL IN COCHRAN'S SECOND ADDITION TO EDGEWATER BEING A SUBDIVISION IN THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 32721 RECORDED IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 19736534 AMENDED BY DOCUMENT 22792903 TOGETHER WITH IT'S UNDIVIDED INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS

Office of Cook County Clerk's Office

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