

UNOFFICIAL COPY

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2000-09-29 16:18:36

Cook County Recorder 35.50



00765348

**TRUST DEED**

820677

(ASSIGNMENT OF RENTS  
COMBINED IN THIS DOCUMENT)

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made SEPTEMBER 19 19 2000, between CHICAGO TITLE LAND TRUST COMPANY

a corporation organized under the laws of ILLINOIS, not personally, but as trustee u/t/a dtd 7-30-97 and known as Trust No. 1104526, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an

Illinois corporation doing business in Chicago, Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder of the Installment Note hereinafter described, said legal holder from time to time being herein referred to as the Holder of the Note, in the principal sum of

EIGHTY EIGHT THOUSAND Dollars,

evidenced by one certain Installment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, herein referred to as the "Note," in and by which the Mortgagor promises to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid in accordance with the rate of interest and other terms and conditions as set forth in the Note until the 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 OCTOBER 20 01.

NOW, THEREFORE, the Mortgagor to secure the payment of the indebtedness evidenced by the Note, including interest thereon and any refinancing, extension, renewal or modification thereof, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Trustee, its successors and assigns, the following described Real Estate and all of its 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 LOUIS RATHJE 'S SUBDIVISION BEING A SUBDIVISION OF BLOCK 50 (EXCEPT LOTS 43, 44, 45, & 46) IN HILLS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31 TOWNSHIP 38 NORTH RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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4. In case of default therein, Trustee or the Holder of the Note may, but need not, make any payment or perform any act herein required of Mortgagee 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 prior lien or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all

3. Mortgagee 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 Holder of the Note is required by law to have such insurance) under policies providing for payment by the insurance companies of moneys 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 Holder of the Note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Holder of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy and shall deliver all policies, including additional and renewal policies, to the Holder 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.

2. Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to the Holder of the Note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

1. Mortgagee 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 mechanical or other liens or claims for lien or expressly subordinated to the lien hereof; (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 the Holder of the Note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (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.

## IT IS FURTHER UNDERSTOOD AND AGREED THAT

Trusts herein set forth.

TO HAVE AND TO HOLD the premises, and the property, rights and interests pledged and assigned in the preceding paragraph, unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and

premises or any right, title, interest or value related thereto.

AND FURTHER, as additional security for said payment and performance, Mortgagee does hereby pledge and assign to the Trustee from and after the date hereof (including without limitation any period of redemption), primarily and on a parity with the premises and not secondarily, (a) all rents, issues, proceeds and profits of the premises or any part thereof and all rents, issues, proceeds, profits, royalties, bonuses, rights and benefits now or hereafter due, payable or accruing (including without limitation all deposits of money as advance rent, for security or as earnest money or down payment for the purchase of all or any part of the premises) under all "Leases and Agreements", which term shall herein mean collectively any and all present and future leases, tenancies, licenses, material contracts (including without limitation contracts for the sale of all or any part of the premises) and other material agreements related to the ownership, use or occupancy of all or any part of the premises; (b) all Leases and Agreements; (c) all amounts payable in lieu of or as compensation for any loss or destruction of or damage to all or any part of the premises, all fire and other hazard or casualty insurance policies related to the premises or any part thereof, and all proceeds of any such insurance policies; and (d) all amounts payable in lieu of or as awards in connection with any condemnation, eminent domain or other similar proceeding for any taking of all or any part of the premises or any right, title, interest or value related thereto.

which, with the property described in the next following paragraph, 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 Mortgagee 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 Mortgagee or its successors or assigns shall be considered as constituting part of the real estate.

PIN: 21-31-322-035-0000  
Common Address: 8548 S. MANISTEE

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 Mortgagor, its successors or assigns, as their rights may appear. Any rents, issues and profits from the premises received by the Holder of the Note or Trustee, after taking possession of the premises or pursuant to any assignment thereof under the provisions hereof or otherwise, shall, if and to the extent permitted by applicable law, be distributed and applied to or on account of the following, in such order of priority as Trustee or the Holder of the Note (or, in the case of a receivership, as the court) may determine: (a) the payment of any expenses incurred in the possession, operation, management and control of the premises, including reasonable compensation to Trustee or the Holder of the Note or any receiver that may be appointed and the fees of any managing agent (if management of the premises is delegated to such agent) and including lease commissions and other expenses of procuring tenants and entering into leases for the premises, (b) the payment of taxes, special assessments, water and sewer charges and other charges on the premises now due or which may become due or which may be or become a lien prior to the lien hereof, (c) the payment of any expenses incurred for any repairs, decorations, renewals, replacements, alterations, additions and improvements to the premises or the operation thereof, (d) the payment of any obligations secured hereby, the payment of any amount set forth in any judgment or decree of foreclosure and the payment of any deficiency which may result from any foreclosure sale, and (e) with respect to any remaining funds, to Mortgagor.

9. 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 a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor 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 hereunder may be appointed 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 Mortgagor, 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 are 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 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 tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and/or (b) the deficiency in case of a sale and 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.

11. Trustee or the Holder 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 this 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 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 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 to and at the request of any person who shall, either before or after maturity thereof, produce 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 of a successor Trustee, such successor Trustee may accept as the genuine Note any note which bears an identification number purporting to be placed thereon by a prior Trustee or which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of the corporation 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, it may accept as the genuine Note any note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of the corporation herein designated as maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds 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, without a simultaneous designation of a Successor in Trust by the Holder of the Note, the then Recorder of Deeds of the county in which the premises are situated shall be or shall designate the 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 Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or 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.

820677





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<p><b>IMPORTANT!</b></p> <p>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.</p>		<p>Identification No. <u>820677</u></p> <p>CHICAGO TITLE AND TRUST COMPANY, Trustee.</p> <p><i>[Signature]</i> Assistant Secretary</p>
<p>THIS INSTRUMENT WAS PREPARED BY AND, UNLESS THE LOWER BOX IS CHECKED, SHOULD BE MAILED TO:</p> <p>THE SOUTH SHORE BANK OF CHICAGO 7054 So. Jeffery Blvd. Chicago, IL 60649 Attn: Real Estate Department</p>		<p>FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY AND PIN HERE</p>
<p><input type="checkbox"/> PLACE IN RECORDER'S OFFICE BOX NUMBER</p>		

00765348

**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 1104526 ATTACHED TO AND MADE A PART OF THAT TRUST DEED dated September 19, 2000 to SOUTH SHORE BANK**

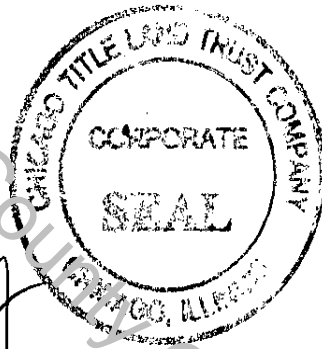
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: 09-21-00

CHICAGO TITLE LAND TRUST COMPANY  
as Trustee as aforesaid and not personally

By: *Sadia Mahmood*  
Assistant Vice President

Attest: *Jorelyn Leboy*  
Assistant Secretary



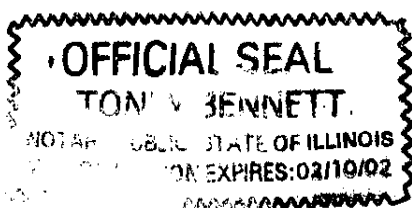
State of Illinois  
County of Cook SS.

820677

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21<sup>st</sup> day of September, 2000

*Tony Bennett*  
Notary Public



**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 1104526 ATTACHED TO AND MADE A PART OF THAT COLLATERAL PROMISSORY NOTE dated September 19, 2000 with SOUTH SHORE BANK**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: 09-21-00

CHICAGO TITLE LAND TRUST COMPANY  
as Trustee as aforesaid and not personally

By: *[Signature]*  
Assistant Vice President



Attest: *[Signature]*  
Assistant Secretary

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