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TRUST DEED

#2572

Trust Deed & Land Trust
Mortgagor One Instalment Note
Interest Included in Payment
USE WITH NOTE S
Form 813 R.6/98

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This trust deed consists of six pages (3 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made December 12, 2002 ~~19~~, between Cosmopolitan Bank and Trust not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated May 16, 1996 and known as trust number 30451, herein referred to as "First Party," and CHICAGO TITLE LAND TRUST COMPANY, an Illinois Corporation, doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the total Principal Sum of Three hundred eighty-five thousand and 00/100 -- (\$385,000.00) -- ~~of~~ DOLLARS, made payable to

THE ORDER OF BEARER

and delivered in and by which said note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from December 16, 2002 on the balance of principal remaining from time to time unpaid at the rate of * per cent per annum in instalments (including principal and interest) as follows: Two thousand five hundred twenty-nine and 18/100 (\$2,529.18) Dollars or more on the first day of February, 2003 ~~19~~, and \$2,529.18 Dollars or more on the first day of each month thereafter until 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 January, 2008~~19~~.

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 each installment unless paid when due shall result in liquidated damages of, *bear interest at the rate as provided in said Note and stated in the Attachment hereto, plus a late charge of

~~1. \$ PER LATE PAYMENT, of~~

~~2. Two (2%) PERCENT OF THE TOTAL MONTHLY PAYMENT, of~~

~~3. NO LIQUIDATED DAMAGES,~~

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and all of said principal and interest being made payable at such banking house or trust company in ^{2 of 10}
Chicago, Illinois, as holders of the note may, from time to time, in writing appoint, and in the
absence of such appointment, then at the office of **Oak Bank** in said city,

NOW, THEREFORE, First Party 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 also in the 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 situate, lying and being in the, COUNTY OF **Cook** AND
STATE OF ILLINOIS, to wit:

See attachment hereto.

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 First Party, its successors or
assigns 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 First
Party or its 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 .

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Until the indebtedness aforesaid shall be fully paid, and in the case of the failure of First Party, its suc-
cessors or assigns to : (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter
on the premises which may become damaged or destroyed; (b) keep said premises in good condition and
repair, without waste, and free from mechanic's lien or other liens or claims for lien not expressly subordi-
nated 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 requested exhibit satisfactory evidence of the discharge of

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SUBLOT 3 AND 4 IN SUBDIVISION OF LOTS 17 AND 18 AND THE SOUTH 5 FEET OF LOT 19 IN BLOCK 6 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 17-04-440-021-0000

Address(s) of Premises: 116-118 West Chestnut, Chicago, Illinois 60610

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be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as the Trustee or holders of the notes, or any of them, may deem to 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including probate 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 hereof after accrual of such right to foreclose whether or not actually commenced; 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.

5. 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

6. 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 the Mortgagors 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 the 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 Mortgagors, 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; (b) the deficiency in case of sale and deficiency.

7. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. 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 the 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.

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such prior lien to Trustee or to holders of the notes (1) complete within a reasonable time any building or buildings now under construction or to be constructed upon the premises in the future; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinances; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the notes duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) 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 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 holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; in case of default therein then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 on title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' 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 prematurity rate set forth therein. 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 of the provisions of this paragraph.

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2. The Trustee or the holders of the notes hereby secured making any payment hereby 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, forfeiture, tax lien or title or claim thereof.
3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period. SEE ATTACHMENT HERETO
4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, 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 and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to

SS.

COUNTY OF COOK

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 **Cosmopolitan Bank and Trust**, Grantor, 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 said Assistant Secretary, as custodian of the corporate seal of said Company, caused by 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 12th day of December, 2002 ~~xx~~

Notary Public
Notarial Seal

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

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Identification No. _____
CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE

BY [Signature]
Assistant Vice President, Assistant Secretary.

Trust Deed 8. Land Trust Mortgagor. One Instalment Note Interest Included in Payment. Use with Note 8. Form 813 R.6/98

6.

[] RECORDER'S OFFICE BOX NUMBER 333

[] MAIL TO: Attn: Roy E. Curran
Oak Bank
NAME 1000 N. Rush Street
STREET Chicago, Illinois 60611
CITY

FOR INFORMATION ONLY INSERT
STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

116-118 W. Chestnut
Chicago, IL 60610

9. 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 principal notes, 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 notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

10. Trustee may resign by instrument in writing filed in the office of the Recorder in which this instrument shall have been recorded. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

11. 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. **See Attachment hereto for additional Agreements numbered 12 to 17.**

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust Deed.

THIS TRUST DEED is executed by **Cosmopolitan Bank and Trust** not personally but as Trustee as aforesaid. in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said **Cosmopolitan Bank and Trust** hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said **Cosmopolitan Bank and Trust** personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said **Cosmopolitan Bank and Trust** personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, **Cosmopolitan Bank and Trust** not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

Cosmopolitan Bank and Trust As Trustee as aforesaid and not personally,

**for signatures, notary and exculpatory provisions of the Trustee see Rider attached hereto which ASSISTANT VICE-PRESIDENT is expressly incorporated herein and made a part hereof.

By _____ ASSISTANT VICE-PRESIDENT

Attest _____ ASSISTANT SECRETARY Corporate Seal

ATTACHMENT TO TRUST DEED MADE
December 12, 2002

BETWEEN Cosmopolitan Bank and
Trust,

NOT PERSONALLY BUT AS TRUSTEE
UNDER A TRUST AGREEMENT DATED
May 16, 1996 AND KNOWN AS
TRUST NUMBER 30451 THEREIN
REFERRED TO AS "FIRST PARTY," AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

** (Continuation of agreements of First Party from paragraph 3 of the covenants, conditions and provisions, (events which may cause all unpaid indebtedness secured by this Trust Deed to become at once due and payable.))

or (c) immediately upon the dissolution or death of any maker and/or guarantor of the Note, or (d) as the terms and conditions under which the loan evidenced by the Note secured by this Trust Deed are predicated on the continued ownership of the undersigned and the continued holding of interests of the guarantors of the Note either in the real estate subject to this Trust Deed and/or, in the beneficial interest in the land trust holding title to the real estate, and as that continued ownership or holding of interest has been an integral part of the negotiations of the terms and conditions, (i) immediately in the event the undersigned's interest in the real estate, or any part thereof, or any of the incidents of ownership thereto, are sold, transferred, conveyed, or agreed and/or contracted to be sold, transferred or conveyed, whether outright or by instalment or contract sale, or (ii) immediately in the event any or all guarantors of the Note shall sell, assign, transfer or convey any portion or all of the beneficial interest in the land trust holding title to the real estate which is the subject of the Trust Deed, or shall, in any manner, sell, assign, transfer, or convey any portion or all of the power of direction over the land trust or any interest in the land trust whatsoever, (with the exception that with the written consent of the holder or holders of the Note, which consent shall not be unreasonably withheld, the collateral assignment of beneficial interest will not accelerate the contracted maturity of the indebtedness.)

(Additional Agreements of First Party continued from Trust Deed.)

12 The principal of each of said instalments and of the final payment unless paid when due shall bear interest after maturity ~~at the same rate as the post-maturity rate~~ stated in the Note. Interest at the post-maturity rate as specified in the Note is to be charged monthly on all past due interest that is earned and unpaid and said past due interest and additional interest are to be added on the last day of each month to the unpaid principal balance of the Note that this Trust Deed secures. The undersigned shall pay to the holder or holders of the Note a late charge in an amount equal to TWO percent (2%) multiplied by the entire amount of any instalment (including principal and interest) not received by the holder or holders of the Note within TEN (10) days after the due date of that Instalment.

13. Taxes, assessments, insurance premiums, and other annual charges upon the real estate are to be paid monthly to the holder of the Note this Trust Deed secures as provided in said Note.

14. First Party covenants and agrees that this Trust Deed and the Note secured thereby are to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in chapter 815 of the Illinois Compiled Statutes.

15. First Party 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 First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

16. No action for the enforcement of the lien or 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.

See reverse side

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17. The rights and obligations of the Trustee or Mortgagee under this Trust Deed or Mortgage shall not be altered by the modification at any time of the Trust Deed or Mortgage and the Note secured thereby as to the rate of interest, or the amount of the monthly payment or the extension of the maturity date of said Trust Deed or Mortgage and Note.

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This mortgage is executed by COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said COSMOPOLITAN BANK AND TRUST hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, personally to pay said note or any interest that may accrue thereof, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as trustee as aforesaid, or its successors, personally are concerned, the legal holder or holders shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

Signatures of the Trustee expressly exclude covenant of mortgagor pursuant to the Hazardous Substances clause of this Mortgage as well as any and all other provisions which may be contained herein with respect to the condition of the premises. Trustee does not covenant or warranty that the premises are free from any hazardous substances, or that the premises are in compliance with the terms of any environmental act, including but not limited to the Comprehensive Environmental Response, Liability and Compensation Act, the Resource Conservation and Recovery Act and/or the Environmental protection Act.

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President/Trust Officer and its corporate seal to be hereunto affixed and attested by its Land Trust Administrator this 12th day of December, 2002.

COSMOPOLITAN BANK AND TRUST,
AS AFORESAID & NOT PERSONALLY

ATTEST:
[Signature]
Land Trust Administrator

BY: [Signature]
Vice President/Trust Officer

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that the above named Todd W. Cordell and Devin L. Fisher of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Land Trust Administrator 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Vice President/Trust Officer then and there acknowledged that said Land Trust Administrator own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of December, 2002

[Signature]
Notary Public

