UNOFFICIAL CO45/011 45 001 Page 1 of 6 1998-12-24 10:42:38

Cook County Recorder

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## TRUST DEED

MAIL DOCUMENTS TO: HERITAGE TITLE CO. 5849 W. Lawrence Ave. Chicago, Illinois 60630

145

THE ABOVE SPACE FOR RECORDERS USE ONLY November 13 , .1998, between American National Bank and Trust Company of Chicago notice consulty but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Comparation pursuance of a Trust Agreement dated of the herein referred to as "First Party," and Chicago Tigla and Trust Company herein referred to as TRUSTEE, wiln'esseth: THAT, WHEREAS First party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of \$ 118,000.00 Dollars. made payable to BEARER and delivered, in and by which said Note the First Parly promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinalter specifically described, the said principal sum in installments as follows: ( Interest Only ) 1,475.00 Dollars on the lst day of February 1999 1,475.00 Dollars on the day of each month thereafter, to and including the day of December 2000 ist , with a final payment of ine balance due on the day of January 2001, with interest on the principal balance from time to time unpaid at the rate of percent per annum payable ; each of said installments of principal bearing interest after insurity at the rate of ševen percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois Althoris, 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 Sheldon in said City. Rosing, Attorney 120 W. Madison street Chcago Illinois

SHELDON ROSING
ATTORNEY AT LAW
E NAME 120 W. MADISON
SUITE 600
CILCAGO, ILLINOIS 60602
V TEL: 312 236-0860
R
Y
INSTRUCTIONS OR

RECORDERS OFFICE BOX NUMBER.

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS AND TAX NUMBER OF ABOVE DESCRIBED PROPERTY HERE

3544 West Dickens
13-35->-1-0-9
Chicago Illinois

PREPARED By Sheldon Rosing
Attorney, 120 W. Hadison st.
Chicago Illinois 60602

LOT 105 IN THE SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/3 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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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 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 situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit:

- 1. The note securing this trust deed shall be in default and all balances due shall accelerate and shall become due, if a transfer or sale of the real estate securing this note takes place without the written consent of the holder of this note;
- 2. The maker waives all statutory, equitable and other rights of redemption and the right to re-instate;
- 3. The maker shall deposit each month 1/12 th of the annual taxes and insurance premiuma with the holder of the note.
- 4. There is pre-payment penalty of 1 the first year from the original date of the loan.

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LEGAL DESCRIPTION SEE ATTACHED

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13-35-04-049

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which, with the property hereinalter described, is mierred to herein as the "premises."

TOGETHER with all improvements, tenements, er sen ents, 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 dereon used to supply heat, gas, air conditioning, water, light, power, retrigeration (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, sloves and water heaters. All of the foregoing are declared to be a part of said real state 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 astate.

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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to; (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and ispair, without waste. and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 holders of the notes: (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) 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 note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 note. 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 the case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Truslee or the holders of the note may, but need not, make any payment or perform any act herein before set forth in any manner deemed UNOFFICIAL COPPS

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 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 any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including altomeys' 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 the rate of seven percent per annum. Inaction of Trustee or holders of the paragraph.

2. The Trustee or the holders of the note 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,

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 rayable (a) immediately in the case of default in making payment of any installment of principal or 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.

- 4. When the indebtedness ne eby secured shall become due whether by acceleration or otherwise, holders of the note 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 Truster or holders of the note 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 be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens cer, icates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonroly 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 indebledness secured hereby and immediately due and payable, with interest thereon at the rate of seven percent per annum, when paid or incurred by Trustee or holders of the note 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its 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 at the time of application for such receiver, of the person or persons, if any, whether the payment of the indebtedness secured hereby, and without regard to the then value of the premises or such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other operation of the premises during the whole of said period. The court from time to time may authorize the receiver to decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to case of a sale and deficiency.
- 7. 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.

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8. Trustee has no duly to examine the title, location, existence, or condition of the premises, 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.

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 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 herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and in his never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the descript on herein contained of the note and which purports to be executed on behalf of First Party.

10. 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 to act of Trustee, the then Recorder of Deeds of inc 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, 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 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 American National Bank and Trust Company of Chicago 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 American National Bank and Trust Company of Chicago 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 realitity of the guaranter, if any.

IN WITNESS WHEREOF. American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its officers and its corporate seal to be hereunto affixed the day and year first above written.



American National Bank and Trust Company of Chicago as Trustee, as aforesaid, and not personally.

TRUST OFFICER

8170888

STATE OF ILLINOIS COUNTY OF COOK I. Anne M. Marchert

) said County, in the State aforesaid, do hereby certify ELLEEN Notane Applic in and for

Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared as a free and voluntary act, for the uses and purposes therein set feeth.

as a free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and seal this day of

"OFFICIAL SEAL"
Anne M. Marchert

Unne MMarchest NOTARY PUBL

Notany Piola, Trachfillinois

FOR THE PROTECTION OF BOTH INTO SECURIOR OF THE TRUST OF SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS

The Instalment Note mentioned in the within Trust Deed has hereatistentified herewith under Identification No. CHICAGO TITLE LAND TRUST OF PANY Trustee

Assistant Secretary

## **UNOFFICIAL COPY**

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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 of successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.