

TRUST DEED

1980 DEC 10 PM 3 53

25700803

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made November 17 1980, between American National Bank and Trust Company of Chicago, 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 September 29, 1980 and known as trust number 50925, herein referred to as "First Party," and Harris Trust and Savings Bank, an Illinois banking corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a promissory note bearing even date herewith in the Principal Sum of Fifty Six Thousand Five Hundred and no/100 (\$56,500)-----

-----Dollars, made payable to the order of HARRIS TRUST AND SAVINGS BANK 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

together with interest thereon prior to maturity at the rate of 11 3/8% per annum (and after maturity until paid at the rate of 13 3/8% per annum) at the times therein provided, with a final maturity of all principal and interest not required to be sooner paid of October 1, 1982 (such promissory note and any and all notes issued in renewal thereof or in substitution or replacement thereof being hereinafter referred to as the "note").

and all of 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 at a point, and in absence of such appointment, then at the office of Harris Trust and Savings Bank in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and also 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 COOK AND STATE OF ILLINOIS, to wit:

See Exhibit A attached hereto and expressly made a part hereof.

PREPARED BY: LINDA S. WOZNICKI, 111 W. MONROE ST., CHICAGO, IL 60603.

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, issue and profits thereof 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, in-door 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.

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 repair, without waste, and free from mechanics 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 to the premises and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinance; (6) 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; (7) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) keep all buildings and improvements in the premises in good repair and condition, and in compliance with all applicable laws, ordinances, regulations, codes, rules, and orders, and to pay the insurance expense of the premises, and to pay the cost of rebuilding or repairing the same as to pay in full the indebtedness secured hereon, and to indemnify and hold harmless the holder of the note, and insurance policy payable, in case of loss or damage, to Trustee for the benefit of the

NAME Linda S. Woznicki
Harris Trust and Savings Bank
STREET 111 West Monroe Street
CITY Chicago, Illinois 60603

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1300 North Astor Street
Chicago, Illinois

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 634

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1. 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, forfeiture, tax lien or title or claim thereof.

2. The Trustee or 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 installment 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.
3. When the indebtedness hereby 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, they shall be allowed and included as additional indebtedness in the same for sale all expenses and charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fee, appraiser's fee, costs 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, title insurance, and similar data and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute this suit or to evidence to a bona fide purchaser of the premises 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 provided shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 10% per cent 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, defendant 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 amount hereof, whether or not actually commenced.
4. 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; 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.
5. 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, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied by 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 time 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 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 (1) 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; (2) the deficiency in case of a sale and deficiency.
6. 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.
7. Trustee has no duty 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 hereunder 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 its agents, employees or trustees and it may require indemnity satisfactory to it before exercising any power herein given.
8. 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 release hereof to and at the request of any person who acquires either before or after maturity thereof, produce and exhibit to Trustee the not representing that all indebtedness hereby secured has been paid, when 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 title herein described, any note which bears a certificate of identical purpose 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 it has 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 description herein contained of the note and which purports to be executed on behalf of First Party.
9. Trustee may retain by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then recorded and approved 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

See Exhibit B attached hereto and expressly made a part hereof.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in its exercise of the power and authority conferred upon and vested in it as such Trustee and it expressly understood and agreed that nothing herein or in said note shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally or as to 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 the parties hereto and by their respective attorneys-in-fact claiming any right or security hereunder, 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 covered 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, 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 Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank & Trust Company of Chicago

as Trustee in its behalf, and not personally,

By [Signature] VICE PRESIDENT
Attest [Signature] ASSISTANT SECRETARY



STATE OF ILLINOIS, } 55.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the American National Bank and Trust Company of Chicago, National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as the Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association, and the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said American National Bank and Trust Company of Chicago, National Banking Association, caused the corporate seal of said National Banking Association to be hereunto affixed and attested by its Assistant Secretary as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said American National Bank and Trust Company of Chicago, National Banking Association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Aelia L. Bauer

IMPORTANT: The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. [Number] FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTES SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BY THE TRUST DEED

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EXHIBIT A

LEGAL DESCRIPTION

Unit No. 11A in Astor Tower Condominium as delineated on the Survey of the following described parcels of real estate (hereinafter collectively referred to as "Parcel"):

PARCEL I:

The South 7.07 feet of Lot 3, all of Lots 4, 5 and 6 and that part of Lot 7 lying East of a line drawn 21 feet East of and parallel with the West line of said Lot 7 in Subdivision of Lots 9, 10 and 11 in Block 4 in Stone's Resubdivision of Astor's Addition to Chicago, in Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL II:

That part of East Goethe Street and North Astor Street described as follows: Beginning at a point in the North line of East Goethe Street which is 23.5 feet East of the Southwest corner of Lot 7 aforesaid, thence South at right angles to the North line of East Goethe Street a distance of 17.5 feet, thence East along a line which is 17.5 feet South of and parallel with the North line of East Goethe Street a distance of 102 feet; thence North at right angles to the last described course a distance of 12.5 feet; thence East at right angles to the last described course a distance of 17.83 feet to a line which is 17.25 feet Easterly of, measured at right angles to and parallel with the Westerly line of North Astor Street; thence Northerly on said parallel line a distance of 83 feet more or less to a point in a line which is 0.42 feet South of and parallel to the North line of the South 7.07 feet of Lot 3 aforesaid; thence West along said parallel line a distance of 17.46 feet to the Westerly line of North Astor Street; thence Southerly along the Westerly line of North Astor Street to the North line of East Goethe Street; thence West along the North line of East Goethe Street; thence West along the North line of East Goethe Street to the place of beginning, in Cook County, Illinois,

which Survey is attached to Astor Tower Condominium Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants made by Brookham Corporation, an Illinois corporation, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 25146808, and is amended by First Amendment to Astor Tower Condominium Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 22, 1979 as Document No. 25203725; together with its undivided 1.008 percentage interest in the Parcel (excepting from the Parcel all the property and spaces comprising all of the units thereof as defined and set forth in said Declaration and Survey), and

First Party also hereby grants to Trustee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said real estate set forth in the afore-mentioned Declaration.

This Trust Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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EXHIBIT B ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED NOVEMBER 17, 1980 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1980 AND KNOWN AS TRUST NUMBER 50925, AS FIRST PARTY AND HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE.

11. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns, if required by the holders of the Note, to carry liability, steam boiler, riot and civil commotion, plate glass and such other insurance, including war damage insurance and flood hazard insurance, if available, in such amounts as are reasonably satisfactory to the holders of the Note; to keep all buildings and fixtures that may be on the said premises at any time during the continuance of said indebtedness insured against loss or damage by fire with an extended coverage endorsement for the full insurable value of said buildings and fixtures in responsible insurance companies to be approved by the holders of the Note; to make all sums recoverable upon such policies payable to the holders of the Note by the usual mortgage or trustee clause to be attached to such policies; to deposit such policies with the holders of the Note; or to deposit with the holders of the Note any renewal policies not less than ten days before the expiration date of the prior policy being renewed or replaced; then the Trustee or the holders of the Note may, but need not, exercise any or all of the rights and remedies given to them in paragraph 1 hereof, and anything in this instrument contained to the contrary notwithstanding, the provisions of this paragraph 11 shall in all respects constitute a part of paragraph 1 hereof in the same manner as though appearing as clause (9) of said paragraph 1.

12. First Party waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on behalf of the First Party as mortgagor or grantor, the trust estate and all persons beneficially interested therein, and each and every person, except decree or judgment creditors of First Party as Trustee in its representative capacity and of the trust estate, acquiring any interest in or title to the mortgaged premises subsequent to the date of this Trust Deed.

13. The Note secured by this Trust Deed is subject to prepayment in accordance with the terms thereof.

14. First Party represents and agrees that the proceeds of the Note secured by this Trust Deed will be used for the purposes specified in Paragraph 4(c) of Chapter 74 of the Illinois Revised Statutes (as the same exist on the date hereof), and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

15. First Party does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise, in the premises to any third party so long as the debt secured hereby subsists without the advance written consent of the Trustee or its assigns, and further that in the event of any such transfer by the First Party without the advance written consent of the Trustee or its assigns, the Trustee or its assigns may, in its or their sole discretion, and without notice to the First Party, declare the whole of the debt hereby secured immediately due and payable.

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EXHIBIT B ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED NOVEMBER 17, 1980 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1980 AND KNOWN AS TRUST NUMBER 50925, AS FIRST PARTY, AND HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE.

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16. In the event of the passage after the date of this Trust Deed of any law of the State of Illinois deducting from the value of the land for the purposes of taxation, any lien thereon or changing in any way the laws now in force for the taxation of trust deeds for state or local purposes or the manner of collection of such tax so as to make it obligatory upon the holder of the Note secured hereby to pay such tax, or if any such tax is imposed under any existing law, then First Party covenants and agrees on demand of the holder of the Note secured hereby to pay a sum equal to such tax to said holder.

17. It is further covenanted and agreed that the makers, endorsers, sureties and guarantors and all other persons who may become liable for the payment of the Note secured hereby severally waive demand, presentment, protest, notice of nonpayment, notice of protest and any and all lack of diligence or delays in connection which may occur; and hereby consent to any extension of time or payment hereof, release of all or any part of the security for the payment hereof or release of any party liable for this obligation. Any such extension or release may be made without notice to any of said parties and without discharging their liability.

18. Whenever any of the parties hereto are referred to, such reference shall be deemed to include the successors and assigns of such party.

19. It is further agreed that if the premises, or any part thereof, be condemned under the power of eminent domain, or acquired for a public use, the damages awarded, the proceeds for the taking of, or the consideration for such acquisitions to the extent of the full amount of indebtedness upon this Trust Deed and the Note which it is given to secure remaining unpaid are hereby assigned by First Party to the holder of the Note. The holder of the Note is hereby authorized, but shall not be required, on behalf and in the name of First Party to execute and deliver valid acquittances for, and to appeal from any such judgments or awards. The holder of the Note may apply all such sums or any part thereof so received, after the payment of all expenses, including costs and attorneys' fees, on the debt in such manner as the holder of the Note elects.

20. If any action or proceeding be commenced (except a suit to foreclose the lien hereof or to collect the indebtedness secured hereby), to which action or proceeding the holder of the Note or Trustee is made a party, or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the holder of the Note or Trustee for the expense of any litigation to prosecute or defend the rights and lien created by this Trust Deed, including reasonable counsel fees, shall become so much additional indebtedness secured hereby and immediately due and payable by First Party, with interest thereon at the post maturity rate set forth in the Note secured hereby.

21. The property will not be further encumbered and the entire balance owing shall become due and payable immediately upon the sale or conveyance of the real estate security for this loan.

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END OF RECORDED DOCUMENT

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