

TRUST DEED

25362819

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made January 28, 1980, between American National Bank and Trust Company of Chicago, a National Banking Association, 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 April 23, 1977, and known as trust number 40261, herein referred to as "First Party," and THE FIRST COMMERCIAL BANK, an Illinois Corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) made payable to 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 the date hereof on the balance of principal remaining from time to time unpaid at the rate of 16 1/4 per cent per annum in instalments as follows:

THREE THOUSAND FIFTY-SIX and 40/100ths (\$3,056.40)

Dollars on the first day of April 1980 and THREE THOUSAND FIFTY-SIX and 40/100ths (\$3,056.40)

Dollars on the first day of each month hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid shall be due on the first day of March 1985. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of 17 per cent per annum, 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 appoint, and in absence of such appointment, then at the office of

The First Commercial 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 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:

The South 37 1/2 feet of Lot 8 and all of Lot 9 and the North 7 1/2 feet of Lot 10 in Block 6 in John Lewis Cochran's Subdivision of the West 1/2 of the North East 1/4 of Section 8, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

THIS INSTRUMENT WAS PREPARED BY Kenneth W. Berlin THE FIRST COMMERCIAL BANK 6945 N. Clark St. Chicago, Ill. 60626

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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, blind doors and windows, floor coverings, in-door led, awnings, stairs 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 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 contract, 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 compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME THE FIRST COMMERCIAL BANK STREET 6945 N. Clark St. CITY Chicago, Ill. 60626

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 5420 N. Sheridan Rd. Chicago, Ill. 60640

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# UNOFFICIAL COPY

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; then Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore 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 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage 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 per cent per annum. 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.

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, 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 on 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.

4. 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, 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 note for attorneys' fees, Trustee's fees, auctioneer's fees, surveys for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended for entry of the decree) and procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar documents and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders 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 the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with 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 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 a 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 this deed or 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 surplus 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 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 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 three or six months, or longer, as provided by law. The receiver may also, at the discretion of the court, sell the premises, and the proceeds of such sale, and all other powers which may be necessary or appropriate for the protection, preservation, management and operation of the premises during the pendency of the suit or 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, or (2) the deficiency in 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.

8. 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 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 its 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 hereof 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 secured hereby and which has been paid in full, or a copy of the same which representation Trustee may accept as true without inquiry. Trustee may also, at the request 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 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.

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, he then Recorder or Registrar of the county in which the premises are situated shall be Successor in Trust hereunder and 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.

11. The Undersigned does hereby waive any rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on behalf of the grantor, the trust estate and all persons beneficially interested therein and each and every person acquiring any interest in or title to the subject premises subsequent to the date of this Trust Deed.

12. The beneficiaries of Trust No. 40261 shall maintain a tax and insurance escrow with monthly deposits to be made to holder of the Note in amounts determined by the holder unless a satisfactory escrow is being maintained with a Mortgagee of a Mortgage senior to this trust deed.

13. The checking account used in the operation of the property shall be maintained with the Note holder during the term of the Note secured by this Trust Deed.

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 in it and it is agreed that it shall be binding on the American National Bank and Trust Company of Chicago personally as if it were a natural person. It is further agreed that the American National Bank and Trust Company of Chicago personally shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally on the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant contained in, express or implied, contained in, or arising out of such note as if the same were actually executed by Trustee or by every person now or hereafter 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 title and holders of said note and the owners of owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the satisfaction hereof 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 hereunder, 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.

By \_\_\_\_\_ Assistant Secretary  
American National Bank and Trust Company of Chicago  
as Trustee, as aforesaid, and personally.

By \_\_\_\_\_ VICE PRESIDENT  
69 Attorney in 1983 FEB 11 1983  
Assistant Secretary

STATE OF ILLINOIS  
COUNTY OF COOK

I, G. BAKER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. Michael Whelan, Vice-President, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and P. JOHANSEN, Assistant Secretary, said national banking association, personally known to me to be the same persons whose names are entered on the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me and voluntarily act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary also then and there acknowledged that he, as a custodian of the corporate seal of said national banking association, had affixed the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and the said Assistant Secretary and I, the undersigned, have signed and voluntarily act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
G. BAKER  
Notary Public  
My Commission Expires \_\_\_\_\_ 1983

RECORDS SECTION  
FEB 11 1983  
COMMISSION EXPIRES JUNE 1983

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.  
THE INSTALMENT NOTE MENTIONED IN THIS TRUST DEED HAS BEEN IDENTIFIED BY THE FIRST COMMERCIAL BANK  
012680

Trustee  
Vice President

25362819

*[Handwritten Signature]*

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By \_\_\_\_\_ Assistant Secretary  
American National Bank and Trust Company of Chicago  
as Trustee, as aforesaid, and personally.

By \_\_\_\_\_ VICE PRESIDENT  
69 Attorney in 1983 FEB 11 1983  
Assistant Secretary

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012680

Trustee  
Vice President

Do Not Deliver  
RETURN TO  
Transfer Desk

END OF RECORDED DOCUMENT