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THIS INDENTURE, Made February 17, 1982 between Lake Shore National Bank, 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 Bank in pursuance of Trust Agreement dated August 20, 1982 and known as trust number 2380 herein referred to as "First Party," and Chicago Title and Trust Company

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF Six hundred ninety six thousand seven hundred ninety four and 83/100's (\$696,794.83) DOLLARS made payable to BEARER and delivered, in and by which said Note 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 thereon, together with interest after the date hereof on the principal balance from time to time unpaid at the rate of 10% per annum, payable monthly commencing May 1982.

on the day of 19 and thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the day of 19.

All such payments or 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 highest lawful rate per annum, and all of said principal and interest being made payable at such banking house or 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 Robert Latousek, 400 Dennison Court, Wheeling, Illinois.

NOW, THEREFORE, First Party to secure the payment of 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 or assigns, the following described Real Estate situate, lying and being in the

COOK AND STATE OF ILLINOIS, to wit: COUNTY OF

13.00

LOT 2 IN BOUCHER'S CONSOLIDATION, SAID CONSOLIDATION BEING A RESUBDIVISION OF PART OF BLOCK 3 IN HUTCHING ADDITION TO OAK GLEN (RECORDED MARCH 14, 1888 AS DOCUMENT 932154) AND ALSO OF LOTS 1, 2, 3, AND 4 TOGETHER WITH VACATED PRAIRIE COURT IN BOUCHER GARDEN COURTS (RECORDED OCTOBER 15, 1957 AS DOCUMENT 17038892) ALL OF SAID PREMISES BEING IN THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CONSOLIDATION RECORDED APRIL 5, 1961 AS DOCUMENT 18127682 IN COOK COUNTY, ILLINOIS (EXCEPT THEREFROM THE WEST 1.4 FEET OF THAT PART OF SAID LOT 2 IN BOUCHER'S CONSOLIDATION FALLING IN BLOCK 3 IN HUTCHING ADDITION TO OAK GLEN AFORESAID) EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS,

EXCEPTING THEREFROM UNIT NOS. 6, 2, 21, 22, 24, 16, and 14 AND GARAGE UNITS #G-2, G-1, G-6, G-18, and G-10 IN CHURCHVIEW CONDOMINIUM, AS DELINEATED ON THE SURVEY THEREOF WHICH IS ATTACHED AS EXHIBIT "A" OF THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT #

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 secondarily with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon, whether single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, indoor 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the 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 improvements 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 the holders of the note; (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 local 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 money 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 case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter 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 mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such 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 highest lawful rate 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 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.
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, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data 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 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 the highest lawful rate 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 foreclosure 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, 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 home, or not, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any further times when 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.

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- 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 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 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 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, the then Recorder of 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 RIDER ATTACHED HERETO AND MADE A PART HEREOF.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1982 FEB 19 PM 3:08

Sidney R. Olson
RECORDER OF DEEDS
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*Lake Shore

THIS TRUST DEED is executed by the * National Bank, 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 * National Bank, 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 containing same shall be construed as creating any liability on said First Party or on said La Salle National Bank personally to pay 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 * National Bank 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, and 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 grantor, if any.

IN WITNESS WHEREOF, LAKE SHORE NATIONAL BANK, 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.

LAKE SHORE NATIONAL BANK As Trustee as aforesaid and not personally,
By *Mary Anne Galicsek* Trustee
By *Kenneth A. Zubeck* Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

MARYANNE BASEL

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

NANCY C. PUTNAM Assistant Vice President of the LAKE SHORE NATIONAL BANK, and
KENNETH A. ZUBECK Assistant Secretary

of said Bank, who are 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 said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as Assistant Secretary of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17th day of FEBRUARY

Mary Anne Galicsek
NOTARY PUBLIC

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 676734

IMPORTANT
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.

Prepared By

Jim Jones
Trustee

Box
TRUST DEED
LAKE SHORE National Bank
as Trustee
TO
Trustee

THE ABOVE SPACE FOR RECORDERS USE ONLY

LaSalle National Bank
135 South LaSalle Street
CHICAGO, ILLINOIS 60604

FORM 8045 CP (6/74)

*Mail to: Frankfort + Korman
208 S. LaSalle St.
Chicago, Ill. 60604
Attn: J. George Kovacs*

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RIDER ATTACHED TO TRUST DEED DATED FEBRUARY 17, 1982,
BETWEEN LAKE SHORE NATIONAL BANK, AS TRUSTEE UNDER
TRUST NO. 2380 (AS "FIRST PARTY" OR "MORTGAGOR"), AND
CHICAGO TITLE AND TRUST COMPANY (AS "TRUSTEE")

The parties expressly agree to the following agreements, terms and provisions:

1. The makers of the Note described in this Trust Deed have agreed to make obligatory prepayments of principal under the Note in accordance with the terms and conditions of that certain Option and Sale Agreement dated May 26, 1981 (and any amendments thereto) by and between Lake Shore National Bank as trustee under Trust No. 2380, as seller, and Shore Manor Corporation (formerly 5858 Shore Manor Corporation) as purchaser.
2. To the extent permitted by law the First Party-Mortgagor hereby waives and releases all rights, in any, under and by virtue of the Homestead Exemption Laws of the State of Illinois and any and all rights of redemption from sale under order or decree of foreclosure of this Trust Deed on its own behalf, the trust estate and all persons beneficially interested therein, and on behalf of each and every person whomsoever, except decree or judgment creditors of the Mortgagor acquiring any interest and/or title to the premises subsequent to the date of this Trust Deed.
3. Any provision of this Trust Deed prohibited by the law of any state of jurisdiction where the provisions or enforcement thereof are applicable shall, as to such State or jurisdiction, be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof, which shall remain unaffected and shall continue in full force and effect.
4. Nothing herein contained shall be deemed to limit or refute the personal liability of Shore Manor Corporation, which is a co-maker of the aforesaid Note, for the payment of the indebtedness secured hereby including, without limitation the indebtedness evidenced by the Note described on the first page of the subject Trust Deed, and the rights and remedies of the Trustee or the holders of the said Note shall not be confined to the premises described in this Trust Deed.
5. If any action or proceeding be commenced to which action or proceeding the holder of the Note or Trustee is made a party, or in which it becomes necessary to enforce, 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 attorney's fees shall become so much additional indebtedness secured hereby and immediately due and payable by First Party, with interest thereon at the same rate per annum as the rate of interest payable on the Note.
6. All notices hereunder shall be served either personally or by registered or certified mail, return receipt requested at the following address:

If to First Party at:	Lake Shore Bank Trust No. 2380 400 North Michigan Avenue Chicago, Illinois
With copies to:	Jay Statland, esq. 221 North LaSalle Street 25th Floor Chicago, Illinois 60601
If to the Trustee:	Chicago Title and Trust Company 111 West Washington Street Chicago, Illinois 60602
With copies to:	Robert Latousek 400 Dennison Court Wheeling, Illinois

and

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George L. Kovac, Esq.
208 South LaSalle Street
Suite 900
Chicago, Illinois 60604

or to such other address as either party shall notify the other party pursuant hereto.

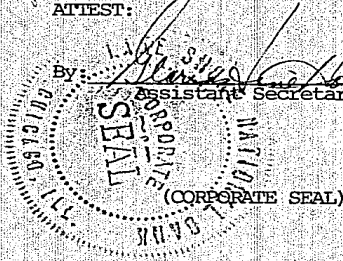
IN WITNESS WHEREOF, Lake Shore National Bank, not personally, but as Trustee aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LAKE SHORE NATIONAL BANK, not personally but as Trustee aforesaid

By *Mary C. P. [Signature]* Trust Officer
Assistant Vice President

ATTEST:

By: *[Signature]*
Assistant Secretary



This instrument prepared by:
George L. Kovac, Esq.
Friedman and Koven
208 S. LaSalle Suite 900
Chicago, Illinois 60604

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

END OF RECORDED DOCUMENT

24-140-391 Office
My Clerk