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AMORTIZATION FORM OF TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 28 19 85, between The Cosmopolitan National Bank 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 Bank in pursuance of a Trust Agreement dated February 29, 1980 and known as trust number 25313 herein referred to as "First Party," and

an Illinois corporation herein referred to as TRUSTEE; witnesseth: CHICAGO TITLE AND TRUST COMPANY

THAT WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of TWO HUNDRED TEN THOUSAND AND NO/100----- Dollars,

made payable to BEARER which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid payable as set forth in Exhibit "B" attached hereto and made part hereof.

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 installment unless paid when due shall bear interest at the rate of P+5% 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 Water Tower Trust and Savings 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

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, in-a-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.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to 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 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 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 here- by, 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 addi- tional 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 full or partial payments of principal or interest on prior encumbrances, if any, in any form and manner deemed expedient, and may, but need not, 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 affect- 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 affect- ing 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 con- nexion 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 addi- tional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent

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DELIVERY and prepared by: NAME: R. Kent Windeguth ADDRESS: Water Tower Bank 717 N. Michigan Ave CITY: Chicago, IL 60611



Or RECORDER'S OFFICE BOX NO. information only insert street address of above described property. 445-31 W. St. James

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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 produced 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 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, 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, sale appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items 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 defend against 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 expenses 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 (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 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 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 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 its 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, see, 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 advisable 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.

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 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, and representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as representation 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 received 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, 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.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, conditions and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by The Cosmopolitan National Bank of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, The Cosmopolitan National Bank of Chicago, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that The Cosmopolitan National Bank of Chicago, individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, The Cosmopolitan National Bank of Chicago, its agents, or employees, not personally but as Trustee as aforesaid, has caused the presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer-Cashier, this 7th day and year first above written.

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally,

By: *Robert A. Tucker*
ASSISTANT VICE-PRESIDENT
Attest: *Marceline M. Wick*
ASSISTANT TRUST OFFICER-ASSISTANT CASHIER

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

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 Trust Officer-Cashier, of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer-Cashier, 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 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO for the uses and purposes therein set forth, and the said Assistant Trust Officer-Cashier then and there acknowledged that said Assistant Trust Officer-Cashier as custodian of the corporate seal of said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, caused the corporate seal to be affixed to said instrument as said Assistant Trust Officer-Cashier's own free and voluntary act and as the free and voluntary act of said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7th day of March, A. D. 19 85.
Harold D. Densmore
Notary Public

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.
The instalment Note mentioned in the within Trust Deed has been identified
herewith under Identification No. *100-1234*
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
John Jones Trustee

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EXHIBIT "B"

(A) The principal due hereunder together with interest at the rate of Thirteen (13%) per cent per annum (hereinafter referred to as the "Contract Rate") shall be due and payable in three hundred (300) equal installments of TWO THOUSAND THREE HUNDRED SIXTY EIGHT AND 47/100-----(\$2,368.47)

DOLLARS per month (said monthly payments calculated through the entire principal due hereunder together with interest amortized over twenty-five (25) year period) commencing on the fifteenth (15th) day of the first calendar month following the date of the execution of this Note, and thereafter on the fifteenth day of each succeeding calendar month, with subsequent monthly installments payable as provided in this paragraph (A) and the final installment as provided in paragraph (B) below. Such installments shall be applied first to interest, as aforesaid, and the balance in reduction of principal. Interest only shall be payable, in advance, on the total outstanding principal balance due hereunder for any portion of the calendar month from the date of disbursement of any portion of the proceeds of this Note to the first day of the next calendar month following such date of disbursement, at the rate of Thirteen (13%) per cent per annum. Said next calendar month shall begin the first of the three hundred (300) principal and interest payments of TWO THOUSAND THREE HUNDRED SIXTY - EIGHT AND 47/100-----(\$2,368.47) DOLLARS as provided in this paragraph (A).

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Commencing on the date of disbursement until such time as the entire principal balance and all accrued and unpaid interest due hereunder is paid in full according to paragraph (B), the interest rate will be adjusted to the rate of interest (hereafter referred to as the "Adjusted Rate") equal to one ~~and one-half~~ (1 ~~1/2~~) per cent over and above the Prime Rate of Interest announced from time to time by Lender*. During the loan term, principal and interest at the Contract Rate shall be due and payable in equal monthly installments in the amount of TWO THOUSAND THREE HUNDRED SIXTY - EIGHT AND 47/100-----(\$2,368.47) DOLLARS on the fifteenth day of each calendar month thereafter, commencing on the fifteenth (15th) day of April, 1985; provided, however, as follows:

- (i) in the event that the Adjusted Rate is greater than the Contract Rate during any month of the Loan Term, additional interest

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in the amount equal to the difference between the Adjusted Rate and the Contract Rate times the then outstanding principal balance shall accrue to the benefit of Lender annually and be due to Lender on demand.

(ii) in the event that the Adjusted Rate is less than the Contract Rate during any month of the Loan Term, an amount equal to the difference between the Adjusted Rate and the Contract Rate times the then outstanding principal balance shall accrue to the benefit of Maker annually and shall be credited to Real Estate Tax and Insurance Escrow Reserve Account.

(iii) any time after the -60- payment due pursuant to the terms of the Note and until the expiration of the Note, the Holder shall have the right to designate any date thereafter as a Call Date and to demand partial or full payment of the then outstanding principal balance on said date, upon giving 90-day written notice to the Maker prior to said Call Date. Holder will not be deemed to have waived this provision if not exercised at the end of the -60- payment and will retain the right to exercise this provision until the Note has matured. In the event demand is made and said payment is not received in said 90 days, the loan will be in default and the entire principal balance outstanding plus accrued unpaid interest, plus a Service Charge of 5% of the unpaid principal amount owing, shall be due and payable.

(B) The final payment of the principal balance of this Note and all interest and other sums due thereon or under the Mortgage given to secure this Note, unless sooner paid in accordance with the terms of this Note, shall be due and payable on March 15, 2010.

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(C) Interest shall be computed on the basis of a year, consisting of twelve (12) ~~thirty~~ (30) day months.

(D) In addition to the monthly principal and interest payment required herein, a payment equal to one-twelfth (1/12th) of the annual Real Estate Tax assessed against the premises and property insurance premium shall be made monthly into a non-interest bearing escrow account held by Lender.

(E) Borrower reserves the right at any time to make partial or total payment on the then outstanding principal balance upon payment to Lender of six (6) months advanced interest calculated on the amount of such prepayment at the "Adjusted Rate" in effect at the time of such prepayment.

(F) Any time after the occurrence of any of the following:

- (1) the Sale, Assignment or Transfer of the legal or equitable Title to the premises, or any part thereof; or
- (2) the Transfer of the beneficial interest, or any part thereof, in any Land Trust which may then hold title to the subject premises; or
- (3) if the Borrower/Guarantor is a corporation or partnership, the sale or assignment of forty percent (40%) or more of the capital stock or partnership interest in said corporation or partnership; or
- (4) execution of a contract for the sale or any portion of the subject premises, or any equitable interest therein; or
- (5) the granting of any possessory interest to any person, by written lease or otherwise, coupled with an option or other agreement conferring upon any person a right to acquire title to the premises in the future; or
- (6) the granting of an option to purchase the premises by the Borrower or Guarantor; in the event of any of the foregoing, the Lender shall have the right to demand partial payment or full payment of the then outstanding principal balance upon giving ninety (90) day written notice to Maker or Guarantor, this right continues during the term of this Note. In the event demand is made and payment is not received within ninety (90) days, the loan will be in default and the entire principal balance owing and the accrued interest and a service charge of five percent (5%) on the then unpaid balance shall be due and payable.

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Property of Cook County Clerk's Office

EXHIBIT "A"

Unit Numbers 445-B, 445-2, 445-3, 447-2, 449-1, 449-2, 449-3, 451-2, in the 445-31 St. James Place Condominium as delineated on the survey of the following described real estate (hereinafter referred to as the development parcel):

The West 90 feet of Lot 11 in the Subdivision of Outlot "B" (except the South 320 feet thereof) in Wrightwood, a Subdivision of the Southwest Quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by Cosmopolitan National Bank of Chicago, as Trustee under Trust Agreement dated February 29, 1980, and known as Trust No. 25313 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 25671072, together with the undivided percentage of interest appurtenant to the unit in said development parcel (excepting from the property all the units thereof as defined and set forth in the Declaration and Survey attached thereto).

- PTN'S
- 14-28-320-032-1001 UNIT 445-B
- 14-28-320-032-1002 UNIT 445-2
- 14-28-320-032-1004 UNIT 445-3
- 14-28-320-032-1006 UNIT 447-2
- 14-28-320-032-1008 UNIT 449-1
- 14-28-320-032-1009 UNIT 449-2
- 14-28-320-032-1010 UNIT 449-3
- 14-28-320-032-1012 UNIT 451-2

M.L.

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END OF RECORDED DOCUMENT