

27 386 414

703443

1400

69 73 113 PI

This Indenture, Made October 15, 19 84 between Lake Shore National Bank, a national banking association, Chicago, Illinois, 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 August 15, 1983 and known as trust number 1-4889 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 a principal note bearing even date herewith in the PRINCIPAL SUM OF

Two Million and no/100----- (\$2,000,000.00)----- DOLLARS, 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, or so much thereof as may be hereafter advanced, in full on the date one (1)* with interest on so much thereof as is advanced at any time to be computed as set forth below on each advance from the date thereof, interest to be paid on the first day of the month next following the date hereof and monthly thereafter, until paid in full.

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 First National Bank of Winnetka 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 City of Chicago AND STATE OF ILLINOIS, to-wit: Legal description as per rider attached hereto and made a part hereof

Interest payable hereunder and under said Note shall be computed on the basis of a 360 day year for the actual number of days elapsed, on the principal amount hereof from time to time remaining unpaid hereon from the date hereof to the payment thereof, at the rate per annum determined by adding 1% to the Prime Rate of Continental Illinois National Bank of Chicago from time to time in effect (with any change in the interest rate hereon occurring by reason of a change in said Prime Rate to be and become effective as of and when the relevant change in said Prime Rate occurs).

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, inador 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, including all buildings and other improvements that may be hereafter erected on the premises.

* year after the first disbursement of the proceeds of this loan

This instrument was prepared by Jim Ramsey Rudnick & Wolfe, 30 North La Salle Street, Suite 2900, Chicago, Illinois 60602

27 386 414

703443

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or 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 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 under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration, when Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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 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 thereon.

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) of 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 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.

27 386 414

793413

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 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.

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 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, 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.

11. First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

12. The indebtedness secured hereby shall immediately be due and payable, in full, upon any conveyance (by deed, contract, assignment of trust, or otherwise) of the property described above, other than any mortgage or security interest created by First Party in favor of the City of Chicago to secure a loan *

THIS TRUST DEED is executed by the Lake Shore 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 Lake Shore 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 contained shall be construed as creating any liability on the said First Party or on said Lake Shore National Bank, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Lake Shore 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, 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, LAKE SHORE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its 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 Robert M. Shearson
Trust Officer Vice-President

ATTEST Gloria L. Hunt
Assistant Secretary

* to First Party in the amount of \$1,096,000.

27 386 414

UNOFFICIAL COPY

703443

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, MARVANNE BABEC
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY,
that ROBERT M. SKOWRONSKI Trust Officer

Gloria Stine Houston Vice-President of the LAKE SHORE NATIONAL BANK, and
Gloria Stine Houston 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 Vice-President, and Assistant Secre-
tary, 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 Bank, as Trustee as aforesaid, for the uses and pur-
poses therein set forth; and the said Assistant Secretary then and there acknowledged that
she, as custodian of the corporate seal of said Bank, did affix the corporate seal
of said Bank to said instrument as her 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 22nd
day of October A. D. 19 84

Mary Anne Babec
Notary Public.

NOTARY PUBLIC
MY COMMISSION EXPIRES FEB 3 1985
ISSUED THRU ILLINOIS NOTARY ASSOC.

Principal
The ~~Trust~~ Note mentioned in the within
Trust Deed has been identified herewith under
Identification No. 703443

CHICAGO TITLE & TRUST COMPANY, TRUSTEE
Johnnie P. Pate Trustee.
ASST. SECRETARY

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.

COOK COUNTY-ILLINOIS
FILED FOR RECORD
1984 DEC 28 AM 10:05

27386414

BOX 333
Box

TRUST DEED

Lake Shore National Bank
as Trustee

To
Chicago Title and Trust

Company
Trustee

MAIL TO:
Richard B. Fitzgerald
820 Davis Street
Evanston, Illinois 60201

Lake Shore National Bank
Michigan Avenue at Ohio Street
Chicago, IL

DLT - 3 Form 7-82 252 Chicago

27 386 414

783443

Legal Description

THAT PART OF THE FOLLOWING:

LOTS 95 THROUGH 97 (BOTH INCLUSIVE), VACATED WEST 61ST STREET, VACATED SOUTH CLAREMONT AVENUE, THE VACATED 16 FOOT ALLEY WEST OF AND ADJOINING LOTS 98 THROUGH 100 (BOTH INCLUSIVE), TOGETHER WITH LOTS 49 THROUGH 65 (BOTH INCLUSIVE) AND THE VACATED 16 FOOT ALLEY WEST OF AND ADJOINING LOTS 58 THROUGH 65, AFORESAID IN LEIGHTON'S SUBDIVISION OF LOTS 3 AND 4 OF BLOCK 5, EXCEPT THE SOUTH 125 FEET THEREOF, AND ALL OF BLOCK 4 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; VACATED WEST 61ST STREET, BLOCK 4 AND THE VACATED ALLEY THEREIN (VACATED JUNE 11, 1917 AND RECORDED AS DOCUMENT NUMBER 6139010) IN THE VACATED SUBDIVISION KNOWN AS DEWEY'S SUBDIVISION IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, AFORESAID (VACATED BY INSTRUMENT RECORDED MAY 20, 1914 AS DOCUMENT NUMBER 5379834); LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTH WEST CORNER OF LOT 57 IN SAID LEIGHTON'S SUBDIVISION; THENCE SOUTHERLY 210.68 FEET ALONG THE WEST LINE OF LOTS 49 THROUGH 57 (BEING THE EAST LINE OF SOUTH WESTERN AVENUE) IN LEIGHTON'S SUBDIVISION, AFORESAID; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 06 MINUTES 05 SECONDS TO THE LEFT WITH THE SAID WEST LINE OF LOTS 49 THROUGH 57 A DISTANCE OF 304.67 FEET TO A POINT ON THE CENTER LINE OF SAID VACATED SOUTH CLAREMONT AVENUE; THENCE NORTHERLY ALONG THE SAID CENTER LINE 130.5 FEET TO A POINT; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 12 MINUTES 10 SECONDS TO THE RIGHT WITH SAID CENTER LINE 166.0 FEET TO A POINT ON THE CENTER LINE OF THE VACATED 16 FOOT ALLEY WEST OF AND ADJOINING THE WEST LINE OF LOTS 98 THROUGH 100, AFORESAID; THENCE NORTHERLY ON SAID CENTER LINE 65.0 FEET TO A POINT 80.0 FEET SOUTH OF THE NORTH LINE OF VACATED WEST 61ST STREET, AFORESAID; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE OF VACATED WEST 61ST STREET 140.58 FEET TO A POINT OF CURVE OF A CURVED LINE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 80.0 FEET; THENCE NORTHWESTERLY ALONG SAID CURVED LINE 125.65 FEET TO A POINT ON A LINE DRAWN 250.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH WESTERN AVENUE (BEING THE WEST LINE OF VACATED BLOCK 4); THENCE NORTHERLY ALONG SAID PARALLEL LINE 244.77 FEET TO A POINT; THENCE WESTERLY 250.0 FEET ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID VACATED WEST 61ST STREET TO THE EAST LINE OF WESTERN AVENUE AFORESAID; THENCE SOUTHERLY ALONG SAID EAST LINE OF WESTERN AVENUE 315.74 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

Property Clerk's Office

27 386 414

END OF RECORDED DOCUMENT