OFFICIAL COPY TRUST DEED 1565 JUN 13 AN 10 35 1 85058538 - 65 058 53A THE ABOVE SPACE FOR RECORDERS USE ONLY This Indepture, Made May 9, 1985, between RIVERDALE BANK, a corporation 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 May 7, 1985, and known as Trust No. 202 herein referred to as "First Party," and MORTH SHORE NATIONAL BANK OF CHICAGO. herein referred to as TAUCIEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed a Principal Note bearing even date herewith in the principal sum of One hundred ten thousand and no/100ths Dollars (\$115,000.00), made payable to NORTH SHORE NATIONAL BANK OF CHICAGO and delivered, in and by which said Note the First Farty promises to pay out of that portion of the trust

Commenced by

and all of said principal and interest with made payable at such banking house or trust company in Chicago, Illinors, as the helders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of North Shore National Bank of Clicago, 1737 W. Howard St., Chicago, Illinois.

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 at the race of 13-1/42 per annum in installments as follows: One thousand three hundred eight and no/100ths Dollars (\$1,308.00) on the 1st day of July, 1985, and the thousand three hundred eight and no/100ths Dollars (\$1,308.00) on the 1st day of eer munth thereafter until said Note is fully paid except that the final balloon payment or principal and interest, if not sooner paid, shall be due on the 1st day of June, 198%. All such payments on account of the indebtedness evidenced by said Note shall be firs: a plied to interest on the unpaid principal balance and the remainder to principal. Prepay ents shall be applied on the final installment of said Note until fully paid and thereafter on the remaining installments in the inverse order of their maturity. Each of the ist 1 ments of principal shall bear interest after maturity until

In case more than one note is above referred to and excribed, any reference hereinalter to 'note' shall be understood to mean 'notes' and any of the rights, powers, privileres and authorit' orein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

NOW, THEREFURE. This party to secure the payment of the said principal sum of money and said theres: in scordaine with the terms, provisions and limitatives of that that devia also in Consideration of the said principal sum of the terms desired, the receipt whereof is hereby econowledged, does by these presents grant, returns, release, alles not dropely much not Franker, the autremore said saugus, the following described faul Estats summes, short, and being it to

AND STATE OF PENOIS, to with COUNTY OF Cook

(See rider estached hereto and made a part hereof to legal description.) to the second of the second of

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paid at the rate of 19-1/4% per annum.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successforth.

IN WITNESS WITEREOF, RIVERDALE BANK not personally but Vice-Pressont, and its corporate seal to be bereine advected by its Assistant:

RIVERDALE BANK.

By ARMANNE

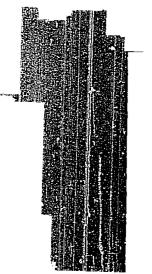
13.

ATTEST ///W/A

I, the undersigned, a Notary Public in and lor the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the RIVERDALE BANK a Corporation, personally known to me to be the same persons whose names are supported to the foregoing instrument as such Vice President and Assistant Secretary 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 Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation to be affixed to said instrument pursuant to authenty, given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act of said Corporation for the uses and purposes therein set forth.

Goom under my hand and Notarial Seal this 24 AD. 19 85

No Committee Experience 1 home





THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THE TRUST DEED):

TO FURTHER UNDERSTOOD AND AGREED THAT: Until the independence altermid shall be fully read, and any buildings of improvements how or benefator on the air, without weaks, and fire item inschance of wider in

contained of the most and which buttered to be received to "of a first party and where the release is required to the control truther and it has never executed to be officed to the first party and the same and the same are the received to the control of the first party and the same are the received to the control of the large territy at the same personal and the beautiful to the first party and the firs

The terms and conditions of the Principal Note dated May 9, 1985, in the amount of \$110,000.00 executed by Riverdale Bank, as Trustee of Trust #202 under Trust Agreem n dated May 7, 1985, are hereby incorporated herein and made a part hereof. See ride. Ittached hereto and made a part hereof for additional terms and conditions.

IMPORTANT

FOR THE PROTECTION OF POTH THE DORROWER AND LENGER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-FIED BY THE TRUSTEE NAMED HEREIN REFORM THE TAUST DEED IS FILED FOR RECORD.

The Note mentioned in the w	ithin Trest Dead has b	والمسابل عمد
under Identification No		
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h7	Vina Prosedent	
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D	NAME North Shore National Bank of Chicago
E L	STRUET
I V E R	
	OR RECORDERS OFFICE BOX NUMBER 120
	·

5001-09 South Central Avenue Chicago. Illinois This document prepared by David L. Eusman, 1737 W. Howard St., Chicago, Illinois 60626.

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LEGAL DESCRIPTION

The North 9 feet or Lot 45 and all of Lots 44, 45, 46, 47 and 48 in Block 13 in Crane View Arche. Averue Home Addition to Chicago, being a subdivision of the West Half of the Next Half of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian (except the north 9.255 acres thereof and except also a strip of land to feet across the West Half of the Southwest Quarter of said Section 9, to be used for railroad purposes as described in Deed to James T. Maher dated April 20, 1896, and recorded May 4, 1896, Book 5728, page 51, as Document \$2383334) in Look County, Illinois.

Commonly known as 5001-5009 South Central Chicago, Illinois

PTN#19-09-124-001-0000

PTN#19-09-124-002-0000

PIN#19-09-124-003-0000

PTN#19-09-124-004-0000

PTN#19-09-124-048-0000

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11. For the purpose of providing regularly for the prompt payment of all taxes and assessments levied or assessed against the premises that will next become due and payable, and for the prompt payment of premiums on renewals of policies of fire and other hazard insurance now in force, the First Party will deposit with the Holder of the Note secured by this Trust Deed (hereinafter referred to as "Bolder") on the dates installments of principal and interest are payable, an amount equal to such taxes, assessments and insurance premiums, less the amount already deposited therefor, divided by the number of months to elapse prior to the date when such taxes and assessments will become payable, and when existing policies of insurence expire. The monies thus deposited with the Holder are to be held without interest and are to be applied by the Holder to the payment of such taxes, assessments and insurance premiums as they become due and payable. If at any time the Holder deems the amount deposited insufficient to pay said taxes, assessments and impurance premiums, the First Party will deposit with the Holder any amount necessary to make up the deficiency; provided, however, that nothing in this paragraph contained shall relieve the First Party from the performance of any of the other covenants and agreements contained relative to the payments of taxes and assessments and insurance premiums.

In case of default in the payment of any installments of principal or interest or in the performance of the covenants and agreements of the First Party herein contained, the Ecider may apply any and all sums then on deposit, on account of the indebtedness secured by this Trust P.ed.

It shall not be obligately upon the Holder to inquire into the validity or accuracy of any such items before making payment of same, and nothing herein contained shall be construed as requiring the Bouder to advance other monies for said purpose.

12. In case of loss or damage by fir: o other casualty, the Holder is authorized (a) to settle and adjust any claim under insular e policies which insure against such risks or (b) to allow First Party to agree with the insurface company or companies on the amount to be paid in regard to such loss. In either case, the Holder is authorized to collect and receipt for any such money. Provided that the insurers do not deny liability as to the insureds, and as long as this Trust Deed is not in default, such insurance proceeds, after deducting therefrom any expense incurred in the collection thereof, shall be made available by the Holder for the rebuilding or restoration of the buildings and improvements on the premises. In all other cases such insurance proceeds may, at the option of the Holder, either be applied in the reduction of the indefectors secured hereby, whether due or not, or be held by the Holder and used to reimburse West Party for the cost of rebuilding or restoring of buildings or improvements on said pleases. The buildings and improvements thereon shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or der avition. In any case, where the insurance proceeds are made available for rebuilding and vistoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and if such cost excepts the insurance proceeds the receipt of such additional funds as necessary to cover such tost and with architect's certificates, waivers of Jian, contractor's and sub-contractor sworn statements and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by complete: and in place work and said work is free and clear of mechanics' lien claims. No paymen w made prior to the final completion of the work shall exceed ninery (90%) per cent of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at leased sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the building and improvements can reason ably exceed the sum of Ter Thousand (\$10,000.00) Dollars then the Holder shall approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration shall, at the option of the Holder, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

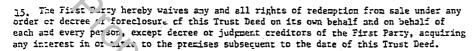
13. Any sale, conveyance or transfer of any right, title or interest in the premises specifically described in this Trust Deed to secure the payment hereof or any portion thereof, without the prior written approval of the holder or any sale, transfer or assignment of any part of the beneficial interest without the prior written approval of the holder or any conveyance, mortgage or encumbrance of the premises or any part thereof as security for any cebt without the prior written approval of the holder or any assignment of all or any part of the beneficial interest of Trustee as security for any debt without the prior written approval of the holder, shall constitute a default hereunder on account of which the holder may declare the entire indebtedness evidenced by the Note to be immediately due and payable and foreclose this Trust Deed immediately or at any time such default occurs.



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RIDER TO TRUST DEED DATED MAY 9, 1985, IN THE AMOUNT OF \$110,000.00 EXECUTED BY RIVERDAL BANK, AS TRUSTEE OF TRUST NO. 202 UNDER TRUST AGREEMENT DATED HAY 7, 1985;

14. First Party hereby assigns, transfers and sets over unto the Holder the entire proceeds of any award or any claim for damages for any of the premises taken or damaged under the power of eminent domain or by condemnation. Provided that such premises requires rebuilding or restoration and so long as this Trust Deed is not in default, any award, after deducting therefrom any expenses in the collection thereof, shall be made available by the Holder for the rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Holder. In all other cases, the Holder may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available for restoration or rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Holder. In the event said proceeds are made available for rebuilding or restoration by the election of the Holder as aforesaid, the proceeds of the award shall be paid out in the same manner as provided in Paragraph 12 hercof for the payment of insuranze proceeds toward the cost of rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of building or restoration shall, at the option of the Rolder, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.



16. First Party has been alvised by its beneficiaries that the loan to be disbursed under the Note is an exempt a transaction under the Truth in Lending Act, 15. U.S.C. § 1601 et seq., that the Note and this Trust Deed which is security therefore are to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note small be used for business purposes as defined in Paragraph 6404(4c) of Chapter 17 of the Illinois Revised Statutes.

17. It is further understood and agreed that the Holder reserves the right to approve and/or install professional management of this property at any time this loan is forty-five (45) days in default of any payment.

18. That if any action or proceeding be commenced lencept any action to foreclose this Trust Deed or to collect the debt secured hereby) to which action or proceeding the Trustee is or becomes a party or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the Trustee for the expense of any litigation (including reasonable attorneys' fees) to prosecute or or find the rights and lien created by this Trust Deed shall on notice and demand be paid by the First Farty, together with the interest thereon at the rate provided in said Note, and shall be a lien on said Real Estate, prior to any right or title to, interest in or clair when the Real Estate, substrinate to the lien of this Trust Deed, and shall be deemed to be caused by this Trust Deed and evidenced by the Note; that in any action or proceeding to foreclose this Trust Deed, or to recover the debt secured hereby, the provisions of law respecting the recovery of costs, disbursement and allowances shall prevail unaffected by this covenant.

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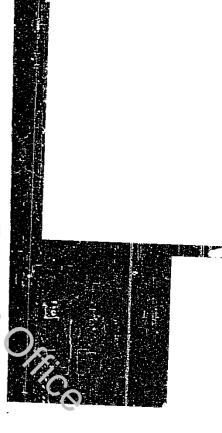
19. First Party agrees to pay a late charge of 5% on each installment in delagations than ten (10) days to cover Holder's additional expense of handling and collecting such delinquent installments. First Party agrees to pay reasonable attorneys' fels, costs and expenses incurred by Holder in collection and enforcement of the Note.

20. Notwithstanding any provisions in this Trust Deed to the contrary, if any one or more of the following events of default, which events are herein together referred to as "Events of Default," shall occur, all indebtedness of First Party arising hereunder or under the Note secured hereby or under any other document relating to this loan, including without limitation, the whole of the principal sum remaining unpaid under the Note, together with all accrued interest thereon, shall at the option of the Holder become immediately due and payable, and may be recovered at once, by foreclosure or otherwise:

(a) If default shall be made in timely making any payment provided for herein, in the Note or in any of the other documents relating to the loan; cr.

(b) If default shall be made in the performance or observance of any other term, covenant, provisions, representation, warranty, agreement, condition or obligation provided for herein, in the Note or in any other document relating to this loan, or in any written statement or certificate made or furnished to the Holder, at any time, shall be incorrect or untrue or shall otherwise be misleading.





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