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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 18, 19 85, between Colonial Bank and Trust Company of Chicago, an Illinois Banking Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 8/21/85 and known as trust number 887 herein referred to as "First Part," and COLONIAL BANK AND TRUST COMPANY OF CHICAGO

herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Eighty Five Thousand and 00/100-----Dollars (\$85,000.00) made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid as described in Instalment Note secured hereby

DEPT-01 RECORDING 11.00
TR1111 TRAN 4873 67/20/85 15:37:00
#2185 #A *85-199166

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 situated and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit

Lot 2 (except the South 25 feet) in Koester and Zander's Addition to West Irving Park a Subdivision of the South half of the North East Quarter of Section 20, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3750-54 N. Central Avenue, Chicago, IL - 13 20 219 028 0000)

The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note, if the premises specifically described in this Trust Deed are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Trustee or Holder of the Note, prepayment by the First Party to be made without penalty

The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against Guarantors, a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.

which, with the property hereafter 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 thereon or thereon used to supply heat, gas, or conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing) screens, awnings, shades, storm doors and windows, floor coverings, in-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 the said Trustee, its successors or 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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) to 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 lien or claim against all general taxes, and pay special taxes, special assessments, water charges, sewer or use 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 herefor; (8) do, in full under protest, in the manner provided by statute any tax or assessment which First Party may be liable 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 amounts sufficient 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

DELIVERY

NAME
STREET
CITY
POSTAL ZONE

RECORDERS OFFICE INDEX NUMBER 93

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

This Instrument prepared by:

D. Ward, Colonial Bank and Trust Company
(Name)
5850 West Belmont Avenue, Chicago, IL
(Address)

1ST AMERICAN TITLE OFFICE # C-86884

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holders of the note, and in case of a failure of payment to expire, total or partial redemption of the note, then Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder until such time as they may be deemed expedient, and may, but need not, make full or partial payments of principal or interest on or encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereon, or redeem from any lien or encumbrance any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's 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 here authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with the note and with interest thereon at the rate of 3% percent 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 as described in the installment agreement provided 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, foreclosure 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 to the contrary herein, 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, and 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 hereon in any state or territory where the premises are situated and to include as part of such foreclosure the proceeds of the sale of all expended taxes and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, audits for documentary and experience, stenography, changes of location, costs and costs (which may be included as to taxes to be assessed, fees of any of the clerks of recording all such abstracts of title, title searches and examinations, guarantee policies, Transfer certificates, and not for sale and assignments) in respect to the premises as Trustee or holders of the note may deem to be reasonably necessary either to preserve such lien or to evidence to bidders at any sale which may be had pursuant to this deed the true condition of the note to the value of the premises. All expenses and expenses of the nature of this paragraph mentioned shall become due and payable with the note and immediately due and payable, with interest thereon, at the rate equivalent to the past maturity rate set forth in note secured hereby, plus one percent, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding involving foreclosure or bankruptcy proceedings to which they shall be a party, or as plaintiff, claimant or defendant, by reason of this trust deed or any instrument hereunder, and (b) proceedings for the enforcement of any of the provisions of this trust deed or any instrument hereunder, whether or not actually commenced or prosecuted, or for the defense of any proceedings so provided 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, an amount of all costs and expenses made in 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 secured by this 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 representative or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill of foreclosure in any 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 or holders of the note 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 proceedings and in case of a sale and 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 proceeds which may be received or received 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 of the premises or payment in whole or in part (1) the indebtedness secured hereby, or by any device forestalling this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such trustee, 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. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record to record this trust deed or to exercise any power herein given unless requested to do so 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.

8. Trustee shall release the trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may release 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, the release of the note shall not be a release of the original Trustee, and where a release is requested of a predecessor Trustee, the release of the note shall not be a release of the original Trustee, and where a release is requested of a predecessor Trustee, the release of the note shall not be a release of the original Trustee, and where a release is requested of a predecessor Trustee, the release of the note shall not be a release of the original Trustee, and where a release is requested of a predecessor Trustee, the release of the note shall not be a release of the original Trustee.

9. 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 and filed. In case of the resignation, liability or refusal to act of Trustee, when Recorder or Registrar of Titles 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.

10. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

11. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any act or service performed under any provisions of this trust deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed.

12. To provide for payment of taxes, assessments, and insurance premiums, First Party, its successors or assigns shall deposit with the Trustee or holder of notes on each monthly payment date an amount equal to one twelfth of the annual deed and assessments levied against said premises, and one-twelfth the annual premiums of all insurance, as determined by the most recent ascertainable amount. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Trustee or holder of the notes is authorized to use such deposits for the payment of paying taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event any deficit shall exist in the amount of such deposits, First Party, its successors or assigns, agree to pay any difference forthwith. In the event of any default hereunder or in the note, Trustee or the holder of the notes may at its option, without being required to do so, apply any moneys on deposit hereunder, on any of the obligations of First Party, its successors or assigns, herein or in the notes, in such manner as Trustee or the holder of the notes may elect. Such deposits are to be held without any allowance of interest.

14. Without the Holder of the Note's written consent thereto, neither the First Party nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described therein.

15. The First Party hereby waives any and all rights of statutory redemption to the above referenced premises upon a foreclosure of the Trust Deed.

16. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed or any portion thereof is abandoned, vacated or left unattended by the First Party or the Guarantors thereof.

THIS TRUST DEED is executed by the Colonial Bank and Trust Company of Chicago, 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 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 Colonial Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant or other duties or implied herein contained, all such liability, if any, being expressly assumed 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 Colonial Bank and Trust Company of Chicago 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, or 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, Colonial Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

Colonial Bank and Trust Company of Chicago
as Trustee, as aforesaid, and not personally,

By Barbara A. Bernardini TRUST OFFICER
Attest Debra L. Ward SECRETARY
Asst. Trust Officer

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, Barbara A. Bernardini, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Barbara A. Bernardini, Assistant Secretary of said Illinois banking corporation, and Debra L. Ward, Asst. Trust Officer and Assistant Secretary of said Illinois banking corporation personally known to me, are the same persons whose names are subscribed to the foregoing instrument as such Trust Officer 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 acts, and as the free and voluntary act of said banking corporation, as Trustee, for the use and purposes therein set forth, and that said Assistant Secretary did sign the said corporate seal of said Illinois banking corporation, as Trustee, for the use and purposes therein set forth, and as the free and voluntary act of said banking corporation, as Trustee, for the use and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of September, 1985
Margaret L. Kowal
Notary Public
My Commission Expires June 10, 1988

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 instrument Note mentioned in the within Trust Deed has been identified herewith
COLONIAL BANK AND TRUST COMPANY OF CHICAGO
under identification No 69-01
Barbara A. Bernardini, ATC
Trustee