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TRUST DEED

STIC No. 85-05233

THIS INDENTURE, made this 21st day of November, 1985, between the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under the provisions of a Deed in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated November 4, 1985, and known as Trust Number 65890, hereinafter referred to as "First Party", and MARINA BANK, hereinafter referred to as "Trustee".

W I T N E S S E T H:

THAT, WHEREAS, First Party has concurrently herewith executed a Secured Promissory Note ("Note") bearing even date herewith in the total principal sum of SIX HUNDRED THIRTY THOUSAND AND NO/100 (\$630,000.00) DOLLARS, made payable to the order of MARINA BANK, and delivered in and by which said Note the First Party promises to pay out of the trust estate subject of said Trust Agreement and hereafter specifically described, the said principal sum plus interest as described in the Note the terms of which are hereby incorporated by reference. The FINAL PAYMENT of all outstanding principal and accrued interest, if not sooner paid, shall be due and payable on the first day of December, 1990. All of said principal and interest shall be payable at such banking house or trust company in Chicago, Illinois, as the holder or holders of the Note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the MARINA BANK in said city.

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 (\$1.00) DOLLAR in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, First Party does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the real estate located at 921-929 Oakdale in the City of Chicago, County of Cook and State of Illinois, and legally described on Exhibit A attached hereto, 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

THIS INSTRUMENT PREPARED BY AND MAIL TO:

KATHLEEN A. FINEFROCK  
401 NORTH MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60611

PERMANENT TAX NUMBER:

14-29-221-008 Volume 488  
921 W. Oakdale  
Chgo. Ill

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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 and owned by First Party or Beneficiary (hereafter defined) used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), window treatments, floor coverings, stoves, refrigerators 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 statutory liens or claims for statutory lien not expressly subordinated to the lien hereof; provided First Party in good faith and with diligence can contest the validity or amount of any lien or claim for lien; however, First Party shall either deposit with Trustee an amount sufficient in Trustee's judgment to pay in full the lien or claim and any interest which may become due or obtain title insurance to insure Trustee against any adverse effects of such lien or claim of lien; (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 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;

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(9) fully comply with all terms and conditions contained in that certain Commitment Letter dated October 4, 1985 from Marina Bank to Messrs. Wayne S. Gilmartin, Edward M. Hogan, Philip S. Friedman and Martin R. Price; (10) obtain and maintain an irrevocable letter of credit in favor of Marina Bank in the amount of \$30,000 in form and substance satisfactory to Marina Bank; and (11) 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, at the option of Trustee in its sole discretion, 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 (10) days prior to the respective dates of expiration; then 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 consent to 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 default rate of interest as defined in the Note. Inaction of Trustee or holders of the Note shall never be considered as a waiver of any rights accruing to them on account of any of the provisions of this paragraph. It is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Premises, the holder of the certificate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises.

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.

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3. At the option of the holders of the Note following the giving of notice and the expiration of any applicable cure period, all unpaid indebtedness secured by this Trust Deed shall become due and payable (a) if First Party fails to pay all installments of principal or interest under the Note within four (4) days of when due or fails to perform all of its liabilities, duties and obligations under this Trust Deed, including, but not limited to, those set forth in paragraph 1 hereof, the Note or Assignment of Leases and Rents of even date between First Party and Holder for a period of fifteen (15) days after notice, or (b) if a transfer is made without the consent of Trustee pursuant to paragraph 19 hereof. Trustee hereby agrees that Oakdale Partners, an Illinois limited partnership, shall be permitted to cure any Event of Default, or act or omission which with the giving of notice or passage of time would be an Event of Default, during any applicable grace or cure 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 reasonable attorneys' fees and expenses, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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, 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 Default Rate set forth in the Note, 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

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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 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 for 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. The First Party and 921 Oakdale Associates, an Illinois general partnership ("Beneficiary"), hereby covenant and agree that they will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree judgment or order of any Court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. The First Party

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and Beneficiary thereunder hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on their own behalf of each and every person, excepting only decree or judgment creditors of the First Party acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the First Party and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 110, Section 12-124 and Section 12-125 of the Illinois Statutes. The First Party and Beneficiary thereunder will not involve or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Trustee under this Trust Deed, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

8. Beneficiary covenants with and warrants and represents to Trustee that First Party is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee simple title to the Premises, free and clear of all liabilities, claims, debts, exceptions, security interests, assessments, charges, impositions, levys, taxes, liens and all other types of encumbrances (hereinafter referred to as the "Encumbrances") except (I) the Encumbrance of this Trust Deed and the Assignment of Leases and Rents and (II) current taxes not yet due and payable and (III) the permitted encumbrances shown on Exhibit "B" attached hereto.

9. Full power is hereby conferred on Trustee to settle and compromise all claims under all insurance policies; to demand, receive and receipt for all monies becoming due and/or payable under all policies; to execute, in the name of First Party or in the name of Trustee, any proofs of loss, notices or other instruments in connection with all claims under all policies. In the event of payment under any of the policies, the proceeds of the policies shall be paid by the insurer to Trustee, and Trustee, in its reasonable business judgment, may to the extent allowed by applicable law apply such proceeds, wholly or partially, after deducting all costs of collection, including reasonable attorneys' fees, either toward the alteration, reconstruction, repair or restoration of the Premises or any portion thereof, in which event Trustee must give its prior written approval to all plans and specifications for the alteration, reconstruction, repair or restoration of the Premises; or as a payment on account of the Note (without affecting the amount or time of any subsequent installment payment required to be made by First Party to Trustee under the Note), whether or not then due or payable.

10. All insurance proceeds now or hereafter disbursed for the benefit of First Party in any way, manner or respect affecting, arising from or relating to the Premises, or any

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portion thereof, are hereby assigned to Trustee as additional security for the payment of the Note (and for such purpose, First Party hereby grants to Trustee a security interest therein).

11. First Party shall deposit with Trustee on the first (1st) day of each month until the Note is fully paid, a sum equal to one-twelfth (1/12th) of (i) one hundred percent (100%) of the total annual impositions, levies, taxes and assessments arising with respect to the Premises for the most recent ascertainable tax year and (ii) the total amount of annual premiums for all policies required to be obtained and maintained by First Party pursuant to this Trust Deed with respect to the Premises. If the deposits required hereby are insufficient to pay the impositions, levies, taxes, assessments and/or premiums for which they are provided, on or before thirty (30) days before the same shall become due and payable First Party shall deposit with Trustee such additional monies as are necessary to pay, in full, such obligations. Upon the occurrence of an Event of Default under the Loan Agreement, Trustee, at its option and in its sole discretion, may apply any monies held pursuant to this paragraph on account of First Party's obligations under the Note, in such order or priority as Trustee may elect. Upon payment, in full, of the Note, Trustee shall deliver any remaining of the aforesaid deposits to First Party. All of the aforesaid deposits hereby are pledged, as additional security for the payment of the Note (and for such purpose, First Party hereby grants to Trustee a security interest therein), to be applied by Trustee for the purposes hereinabove set forth and shall not be subject to the control of First Party; provided, however, that Trustee shall not be liable for failure to pay, when due, any such impositions, levies, taxes, assessments or premiums unless First Party, prior to the occurrence of an Event of Default under the Loan Agreement, shall have requested Trustee, in writing, to pay the same and delivered to Trustee appropriate evidence of bills therefor.

12. All awards now or hereafter made by any public or quasi-public authority to or for the benefit of First Party in any way, manner or respect affecting, arising from or relating to the Premises, or any portion thereof, by virtue of an exercise of the right of eminent domain by such authority (including, but not limited to, any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Premises) hereby are assigned to the Trustee as additional security for the payment of the Note (and for such purpose, First Party hereby grants to Trustee a security interest therein). Trustee shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts therefor (in First Party's name, in Trustee's name or in both names), and may, in its sole and absolute discretion, to the extent permitted by applicable law use such proceeds for any one or more of the following purposes:

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(a) to apply the same, or any part thereof, to the Note, whether or not then matured and without affecting the amount or time of subsequent installment payments required to be made by First Party to Trustee under the Note;

(b) to use the same, or any part thereof, to satisfy, perform or discharge any of First Party's Obligations;

(c) to use the same, or any part thereof, to replace, repair or restore any or all of the Premises to a condition satisfactory to Trustee, and Trustee must give its prior written approval to the plans and specifications for any such replacement, repair or restoration; or

(d) to release the same to First Party.

First Party, immediately upon request by Trustee, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of Trustee any and all assignments and other instruments sufficient to assign, and cause the payment directly to Trustee of, all such awards, free and clear of all Encumbrances. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Premises by any public or quasi-public authority or corporation, First Party shall continue to pay all amounts due under the Note, as and when due and payable. If, prior to the receipt by Trustee of such award or payment, the Premises shall have been sold on foreclosure of this Trust Deed, Trustee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Trust Deed shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs, expenses and disbursements incurred by Trustee in connection with the collection of such award or payment.

13. Any agreements between First Party and Trustee are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the loan evidenced by the Note or otherwise, shall the amount paid or agreed to be paid to Trustee for the use, detention or forbearance of the loan proceeds to be disbursed exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable thereto. If fulfillment of any provision herein or in the Note, at the time performance of such provision becomes due, involves exceeding such highest lawful rate, then ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful rate. If by any circumstance Trustee shall ever receive as interest an amount which would exceed such highest lawful rate, the amount which may be deemed excessive interest shall be applied to principal and not to interest. The terms and

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provisions of this paragraph shall control all other terms and provisions contained herein, or in the Note.

14. Beneficiary warrants that the extension of credit evidenced by the Note secured hereby is solely for business or commercial purposes, other than agricultural purposes. The First Party and Beneficiary further warrants that the credit transaction evidenced by the Note is specifically exempted under Regulation A issued by the Board of Governors of the Federal Reserve System and Title I (Truth in Lending Act) of the Consumer Credit Protection Act and that no disclosures are required to be given under such regulations and federal laws in connection with the above transaction.

15. 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.

16. 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.

17. 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.

18. Trustee may resign by instrument in writing filed in the Office of the Recorder in which this instrument shall have been recorded. In case of the resignation, inability or refusal

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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.

19. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in or grant of a lien upon the real estate given as security for the Note referenced above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust Deed. In addition, if the subject property is sold under Articles of Agreement for Deed by the present title holder or the beneficiary, all sums due and owing hereunder shall become immediately due and payable.

20. Any provision of this Trust Deed which is unenforceable in the state in which this Trust Deed is recorded or is invalid or contrary to the law of such state or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective according to the tenor of this Trust Deed, the same as though no such invalid portion had ever been included herein.

21. Every provision for notice, demand or request required in this Trust Deed or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed or sent by a recognized nationwide commercial courier, to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be deemed to be given two (2) days after in any post office station or letter-box, enclosed in a postage paid envelope, certified or registered mail, return receipt requested, addressed to such party at its address set forth below or to such other address as either party hereto shall direct by like written notice. If sent by commercial courier, such notice, demand or request shall be deemed to have been made when delivered. For the purposes herein, notice shall be sent to First Party and Trustee as follows:

To Trustee:

Wayne S. Gilmartin  
Suite 3900  
55 East Monroe Street  
Chicago, Illinois 60603

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With a copy to:

Oakdale Partners  
c/o H. Reed Harris  
39 South LaSalle Street  
Suite 825  
Chicago, Illinois 60603

To Trustee:

Marina Bank  
307 North Michigan Avenue  
Chicago, Illinois 60601

or at such place or to such other person as any party hereto may by notice in writing designate as a place for the service of notice. The failure to send any courtesy copy shall not affect the validity or effectiveness of the notice then given 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, undertakings 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 AMERICAN NATIONAL BANK AND TRUST COMPANY 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, or shall at any time be asserted or enforced against AMERICAN NATIONAL BANK AND TRUST COMPANY 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 express 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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, individually, shall have no obligation to see to the performance or non-performance 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

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contained shall be enforced only out of the property hereby mortgaged and the rents, issues and profits thereof.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid and not personally

By:

Its

Attest:

Its

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF C O O K )

I, CWEN L. SHEPARD, a Notary Public  
in and for said County, in the State aforesaid, DO HEREBY CERTIFY  
that JUZANNE G. BAKER 2ND VI, of AMERICAN NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO, and J. MICHAEL VIELLAN,  
of said Bank, who are personally known to me to be  
the same persons whose names are subscribed to the foregoing  
instrument as such 2ND VI and                     , 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 purposes therein set  
forth; and the said                      then and there acknowledged that  
he, as custodian of the corporate seal 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 21st day of  
November, 1985.

Cw L Shepard  
Notary Public

My Commission Expires:  
11/2/85, 19    

Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

The West 100 feet of the East 304 feet of Lot 1 in Block 2 in the Subdivision of part of the West 1/2 of Block 5 in the Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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## EXHIBIT B

### PERMITTED ENCUMBRANCES

Mortgage made by First Party in favor of Oakdale Partners, an Illinois limited partnership, dated November 21, 1985 which shall be subordinate to this Trust Deed.

Property of Cook County Clerk's Office

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MAIL

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DEPT-01 RECORDING \$24.40  
1#1111 TRAN 4913 11/22/85 11:43:00  
#7899 # 2 \* -85-293678