

UNOFFICIAL COPY

TRUST DEED



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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made NOVEMBER 1 19 85, between AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER AGREEMENT DATED AUGUST 1, 1981, KNOWN AS TRUST NO. 4581, AND NOT PERSONALLY herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

FORTY THOUSAND (\$40,000.00) ----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF JUOZAS PETRAUSKAS AND REGINA PETRAUSKAS, HIS WIFE

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from NOVEMBER 1, 1985 on the balance of principal remaining from time to time unpaid at the rate of THIRTEEN per cent per annum in instalments (including principal and interest) as follows:

FIVE HUNDRED SIX & 10/100 (\$506.10) ----- Dollars or more on the 1ST day of DECEMBER 19 85, and FIVE HUNDRED SIX & 10/100 ----- Dollars or more on the 1ST day of each MONTH thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid shall be due on the 1ST day of NOVEMBER, 2000 All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 18% per annum, and all of said principal and interest being made payable at such banking house or company location as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the home of JUOZAS PETRAUSKAS AND REGINA PETRAUSKAS AT 4221 S. ARTESIAN AVE., CHGO., IL

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successor, and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 18 IN GEORGE LILL'S SHERIDAN ROAD ADDITION TO CHICAGO BEING A SUBDIVISION IN THE SOUTH EAST FRACTIONAL 1/2 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1300

COMMONLY KNOWN AS: 4867-69 N. KENMORE AVENUE, CHICAGO, ILLINOIS PERMANENT TAX INDEX NO. 14-08-416-003

SEE EXCULPATORY CLAUSE ATTACHED HERETO & INCORPORATED HEREIN.

THIS INSTRUMENT PREPARED BY: DANIEL R. ANSANI, 127 N. DEARBORN ST., SUITE 1414, CHGO., IL 60602

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 Mortgagors 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, inodor 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 the mortgagors or their 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 and assigns, forever, for the purposes, and for the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of 3 pages. The covenants, conditions and provisions appearing on page 2 (of the rider & this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns. see rider attached hereto & made a part hereof.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Amalgamated Trust & Savings [SEAL] Bank Trustee under trust agreement dated 8-1-81; trust #4581 BY: signature of Trustee [SEAL] Attest: [SEAL]

STATE OF ILLINOIS,) I,) a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY) County of COOK) THAT)

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of 19

Notary Public

Notarial Seal

70-14-253

263 BPH

85 309 083

ANSANI & ANSANI ATTORNEYS AT LAW

CHICAGO, ILL. 60602

127 N. WASHINGTON ST.

MAIL TO:

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

CHICAGO TITLE AND TRUST COMPANY, Inc. Assistant Secretary/Assistant Vice President

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Trustor shall not be deemed in default of such debt until 21 days after written notice of such default is received from Holder of non-monetary obligations.

16. 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 of this trust deed is made. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of or through Mortgages, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through Mortgages.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in 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.

13. 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 the debt, all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number, reporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note, and which purports to be executed by the persons herein designated as the makers hereof; and where the release is requested of the original trustee and it has never placed its identification number on 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 by the persons herein designated as makers thereof.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signals or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power herein 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 independent satisfactory evidence that all indebtedness secured by 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 the debt, all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry.

11. 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.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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, writout regard to the solvency or insolvency of Mortgages at the time of application for such receiver 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 redemption, whether there be redemption or not, as well as during any further times when Mortgages, except for the full statutory period of redemption, 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 improvement of the premises during the whole of said period. The receiver shall also have power to collect the rents, issues and profits of such receiver, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and improvement of the premises during the whole of said period. The receiver shall also have power to collect the rents, issues and profits of such receiver, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and improvement of the premises during the whole of said period.

8. 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 Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

7. When the indebtedness hereby secured shall become due and payable, 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, surveys 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, title insurance policies, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary. Trustee shall also be entitled 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise the promissory rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with this trust deed, including prepayment and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff 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 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.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, 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 an installment of principal or interest on the note, or (b) when default shall occur and continue for 21 days in the performance of any one installment of the Mortgages herein contained.

5. The Trustee or the holders of the note hereby secured making any payment hereof authorized relating to taxes or assessments, may do so according to or in any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate. The Trustee or the holders of the note hereby secured making any payment hereof authorized relating to taxes or assessments, may do so according to or in any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate. The Trustee or the holders of the note hereby secured making any payment hereof authorized relating to taxes or assessments, may do so according to or in any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate.

4. In case of default hereof, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgagee 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 lien or claim hereof, or redeem from any tax sale or partition affecting said premises or consents 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 hereof 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise the promissory rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with this trust deed, including prepayment and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff 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 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.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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, in all 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than 30 days prior to the respective dates of expiration.

2. Mortgages shall pay before any general attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may be liable for, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor.

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) pay when due any and every 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

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

Page 2

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R I D E R

THIS RIDER is attached to and made a part of Trust Deed dated November 1, 1985, between AMALGAMATED TRUST AND SAVINGS BANK, as Trustee under Agreement dated August 1, 1981, known as trust number 4581, Mortgagors, and CHICAGO TITLE AND TRUST COMPANY, Trustee, relating to 4867-69 NORTH KENMORE AVENUE, CHICAGO, ILLINOIS.

PAGE 3

Covenants, conditions and provisions referred to on Page 2 of this Trust Deed are continued as follows:

17. In the event that all or any part of the Property or any interest therein is sold or conveyed by Mortgagors without the prior written consent of the Holders of the Note, Mortgagor will pay to the Holders of this Note the outstanding balance due under the Note immediately. In the event Mortgagors receive the Holders' prior written consent to the proposed transfer, the aforesaid sum shall not be due and payable.
18. As additional security hereunder, Mortgagors hereby assign to the Holders of the Note, the rents of the Property. At any time following Mortgagor's default under the terms of the Trust Deed, or the indebtedness secured by this Trust Deed, the Holders of the Note, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the Holders of the Note or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Trust Deed. The Holders of the Note and the receiver shall be liable to account only for those rents actually received.
19. Mortgagors hereby agree to present to Holders of the Note, within fourteen (14) days after demand, evidence that General Real Estate Taxes have been paid.

IT IS AGREED that the terms of this Rider shall control where inconsistent with the "form" terms of the Trust Deed and Installment Note. However, all remedies in the event of Mortgagors default shall be cumulative.

AMALGAMATED TRUST AND SAVINGS BANK,
AS TRUSTEE AFORESAID AND NOT PERSONALLY

BY: See attached Rider for
signature of Trustee

ITS: _____

ATTEST: _____

ITS: _____

85 309 003

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Rider attached to Trust Deed

Dated: November 1, 1985

This instrument is executed by AMALGAMATED TRUST & SAVINGS BANK, not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST & SAVINGS BANK in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said AMALGAMATED TRUST & SAVINGS BANK, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part of all of the property or funds at any time subject to said Trust Agreement.

AMALGAMATED TRUST & SAVINGS BANK,
not individually, but as Trustee
under Trust No. 4581

By: Edward C. Sweigard
Vice President

ATTEST:
Brenda Porter Helms
Assistant Secretary

85 309 003

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sharon E. Brown, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Edward C. Sweigard Vice President of AMALGAMATED TRUST & SAVINGS BANK, and Brenda Porter Helms Assistant Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed 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 acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking association, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under by hand and Notarial Seal
This 22nd day of November, 1985

Sharon E. Brown
Notary Public

MY COMMISSION EXPIRES: My Commission Expires April 23, 1989

700953

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Property of Cook County Clerk's Office

ANSANI & ANSANI
ATTORNEYS AT LAW
127 N. DEARBORN ST.
CHICAGO, IL 60602
(312) 726-4700

Mail To:

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