

COOK COUNTY, ILLINOIS
FILED FOR RECORD

TRUST DEED

1986 NOV 24 PM 3:20

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THE ABOVE SPACE FOR RECORDERS USE ONLY

NOV 21 '86 70-90-6556 DE 1

THIS INDENTURE, Made NOVEMBER 10 1986, between American National Bank and Trust Company of Chicago, 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 JULY 12, 1984 and known as trust number 61587, herein referred to as "First Party," and LAKE VIEW TRUST AND SAVINGS BANK

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 SIX HUNDRED FIFTY THOUSAND AND NO/100THS- - - - - Dollars, - - - - - (\$650,000.00)- - - - -

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 in 59 monthly instalments as follows: THREE THOUSAND SIX HUNDRED ELEVEN AND 11/100THS- - - - - DOLLARS

on the 1ST day of JANUARY 19 87, and THREE THOUSAND SIX HUNDRED ELEVEN DOLLARS AND 11/100THS

on the 1ST day of each AND EVERY MONTH thereafter, to and including the

1ST day of NOVEMBER 19 91, with a final payment of the balance due on the 1ST

day of DECEMBER 19 91, with interest FROM DATE OF DISBURSEMENT on the principal balance

from time to time unpaid at the rate of ** per cent per annum payable

MONTHLY; each of said instalments of principal bearing interest after maturity at the rate of 2% over SEVEN PER CENT per annum, and all of said principal and interest being made payable at such banking house or trust company in CHICAGO

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of LAKE VIEW TRUST AND SAVINGS BANK in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

**LAKE VIEW TRUST AND SAVINGS BANK PRIME COMMERCIAL INTEREST RATE IN EFFECT FROM TIME TO TIME PLUS ONE (1%) PER CENT.

Lots 5, 6, 7, 8 and 9 in Block 32 in Albert Crosby's and Others Subdivision of the East Half of the South East Quarter of Section 25, Township 40 North, Range 13, East of the Third Meridian (except that part of said Lot 8 lying east of Line 50 Feet West of and parallel with the East Line of said Section taken for widening Western Avenue), in Cook County, Illinois.

2744 N. Western Avenue, Chicago, IL 60647
P.I. # 13-25-407-025 . 1075-027 LIT . 029 LIT
026 1076 - 028 LIT

AAO Clerk's Office
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SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF:

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues, and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

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Y
 NAME LAKE VIEW TRUST AND SAVINGS BANK
 STREET 3201 N. ASHLAND AVENUE
 CITY CHICAGO, IL 60657
 OR
 INSTRUCTIONS
 RECORDER'S OFFICE BOX NUMBER 146

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

THIS INSTRUMENT WAS PREPARED AND DRAFTED BY
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVENUE
CHICAGO, ILLINOIS 60657

Melanie Burgess

holders of the note, such rights to be exercised by the holder of the note, and to deliver all policies, including additional and renewal policies, to holder of the note...

- 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.
3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable...

- 11. The entire proceeds of the Note will be used for the purposes specified in Chapter 17, Section 6404, Paragraph 4, Illinois Revised Statutes (1981), and the indebtedness secured hereby constitutes a "business loan" which comes within the purview of said Chapter, Section and Paragraph.
12. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree of judgment creditors of the Mortgagor acquiring any interest in or title to the premises subsequent to the date of this trust deed.

THIS TRUST DEED is executed by the American National 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 American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holder of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank & Trust Company of Chicago as Trustee, as aforesaid, and not personally.



By [Signature] VICE PRESIDENT
Attest [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS, } SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, 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 act and as the free and voluntary act of said National Banking Association, as Trustee, for the use 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 National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the use and purposes therein set forth.

OFFICIAL Notarial Seal
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 8/27/90

[Signature]
Date NOV 18 1986
Notary Public

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 Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 4917
Lake View Trust and Savings Bank
Trust Officer [Signature] Trustee

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UNOFFICIAL COPY

THIS RIDER IS ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED 11/10/86 EXECUTED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED 7/12/84 AND KNOWN AS TRUST #61587 FOR \$650,000.00

In the event Mortgagor shall convey title to any person or persons other than the Mortgagor or shall suffer or permit Mortgagor's equity of redemption in the property described in this Mortgage to become vested in any person or persons other than Mortgagor (except when such vesting results from devise or operation of law upon death of any individual executing this Mortgage and the Note secured by this Mortgage), then in any such event the Mortgagee is hereby authorized and empowered at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Mortgagee of any mortgage payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagee of its right to require or enforce performance of this provision or to exercise the remedies hereunder. For the purpose of this provision, the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or governmental or political subdivision thereof, or any one or more or combination of the foregoing. Whenever the Mortgagee shall elect to declare all sums secured hereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgagor and to the Mortgagor's successors in title not less than thirty (30) days prior to the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successors in title as recorded upon the books of the Mortgagee, but if no such address be so recorded then to the address of the mortgaged property.

Where the term "Mortgagee" has been used in the above paragraph, it shall be construed to mean the Holder of the Note.

The word "Mortgage" shall mean "Trust Deed" when applicable.

The Beneficiary of the First Party shall not permit assignment, pledge or transfer of the beneficial interest or conveyance of the real estate in Trust #61587 without the prior written consent of the legal holder of the Note.

It is understood that in addition to the above mentioned monthly principal and interest payment, the Mortgagors agree to deposit in an escrow account one-twelfth (1/12th) of the estimated improved real estate tax bill or the last ascertainable improved tax bill monthly, from year to year on a "when issued and payable" basis. It is also understood that the trustee or the holder of the Note will pay no interest for any monies deposited in said escrow account.

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