

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits hereto (which are pledged primarily and on a par 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, in-a-door beds, awnings, stoves and water heaters.

(See Legal Description attached hereto as Exhibit A)

NOW, THEREFORE, to secure the payment of the Note and of any extension, renewal or other modifications thereof in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, First Party does by these presents grant, remise, release, alien and convey unto Trustee, its successors and assigns, the following described "Real Estate" situate, lying and being in Cook County, Illinois to-wit:

WHEREAS, First Party and Oriental Terraces, Inc., an Illinois corporation, individually (together, the "Borrowers") have concurrently herewith executed an installment Note bearing even date herewith made payable to the order of Trustee in the sum of Two Hundred Fourteen Thousand and No/100 Dollars (\$214,000.00) plus interest (the "Note"), in and by which Note the Borrowers promise to make monthly payments of principal and interest totaling \$2,365.50 each beginning on February 1, 1987 with a balloon payment of all principal, interest and other charges outstanding on the Note due on January 31, 1994. Interest on the amount of the principal outstanding from time to time shall be ten and one-half percent (10.5%) per annum.

WITNESSETH:

THIS INDENTURE is made and entered into this 18th day of December, 1986, by and between Mid-America National Bank of Chicago, a national banking corporation, not personally but as Trustee under a Trust Agreement dated June 18, 1986 and known as Trust No. 1722 ("First Party"), and Mid-America National Bank of Chicago, a national banking corporation ("Trustee").

TRUST DEED

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1. Until the indebtedness aforesaid (and whether under the Note or an extension, renewal or other modifications of the Note) shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises that may become damaged or be destroyed; (b) keep the 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 indebtedness that 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 the holders of the Note; (d) complete within a reasonable time any building or buildings now or at any time in the process of erection upon the premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in the premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to trustee or to the holders of the Note duplicate receipts therefor; (h) pay in full under protest in the manner provided by statute, any tax or assessment that First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on the 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 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 the holders of the Note, and in case of insurance about to expire, to deliver

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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.

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.

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renewal policies not less than ten 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 herein before 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 the Premises or contest 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 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 same rate then in effect under the Note. Inaction of Trustee or the 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.

2. Trustee or the holders of the Note 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 Trustee or 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 (a) immediately in the case of default in making payment of any installment of principal or interest on or any other payment under 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 1 hereof and such default shall continue for three (3) days, said 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, Trustee or the holders of the Note 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 that may be paid or incurred by or on behalf of Trustee or the holders of the Note, including, without limitation, attorneys' fees, Trustee's fees, appraiser's fees,

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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, Torrens certificates, and similar data and assurances with respect to title as Trustee or the holders of the Note may deem to be necessary either to prosecute such suit or to evidence to bidders at any sale that 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 Rate of Interest (as such term is defined in the Note), when paid or incurred by Trustee or the holders of the Note in connection with (a) any proceeding, including, without limitation, 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; (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 that 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 to the foreclosure proceedings, including, without limitation, 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; and fourth, any remaining balance 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 for the 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 Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits from the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of any redemption,

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whether there be redemptions or not, as well as during any future 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 that 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: (a) the indebtedness secured hereby, or by any decree for foreclosing this Trust Deed, or any tax, special assessment or other lien that 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. 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.

8. 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.

9. 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 that 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 presented which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of First Party.

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Trustee will, at the demand of Borrowers or any of them, effect, execute, and deliver to First Party instruments of release releasing from the lien of this Trust Deed such portions of the property encumbered hereby as said Borrowers may require. To be entitled to the execution of each such release, said Borrowers shall pay to Trustee, prior to the receipt of each release, a reasonable fee for preparation of such release and an amount equal to the then outstanding loan balance divided by the original loan amount times the following amount(s) with respect to the following portions of the premises:

	<u>Amount</u>
Unit 339-A Oriental Terraces Condominium No. 339, Lot 20	\$70,000
Unit 2303-4A Oriental Terraces Condominium No. 2303-4, Lot 23	\$60,000
Unit 326-B, Oriental Terraces Condominium No. 326, Lot 53	\$44,000
Unit 2309-4G, Oriental Terraces Condominium No. 2309-4, Lot 44	\$40,000

10. 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 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, and Trustee or any Successor in Trust shall be entitled to reasonable compensation for all acts performed hereunder.

11. This Trust Deed and the Note are not assumable and are immediately due and payable in full upon the sale, transfer, conveyance, assignment, mortgage, pledge, encumbrance or vesting of title of or to the Premises, or any portion thereof, in other than First Party or upon the transfer of the beneficial interest of the land trust referred to herein, or any portion thereof, to any party other than the owner thereof as of the date of this Trust Deed, except the Trustee acknowledges and consents to the First Party executing an Articles of Agreement for Trustee's Deed ("Articles") for each parcel contained in the Real Estate; provided however consideration for such Articles shall be in the amount of at least eighty-five (85%) percent of a then current SRA or MAI appraisal of such parcel(s); and further provided that any Installment or Promissory notes given as consideration for such Articles shall be assigned to Trustee as additional security hereunder and for the Note.

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12. First Party hereby waives any and all right of redemption from sale under any order or decree of foreclosure of this Trust Deed to the extent allowed by any applicable law, on its own behalf and on behalf of each and every person, except decree or judgment creditors of First Party acquiring any interest in or title to the Premises subsequent to the date of this Trust Deed.

13. The maximum amount of Indebtedness secured hereby shall not exceed One Million and 00/100 Dollars (\$1,000,000.00).

THIS TRUST DEED is executed by the undersigned First Party, not personally but as Trustee under Trust No. 1722 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 First Party, named and referred to in said Agreement for the purpose of binding it personally, but this instrument is executed and delivered by First Party solely in the exercise of the powers conferred upon it as Trustee under Trust No. 1722 as aforesaid, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against, First Party, its agents or employees on account hereof or on account of any covenant, undertaking or agreement contained herein or in said Note, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the holder or holders of the Note hereof and by all persons claiming by or through or under the holder or holders, owner or owners of such Note 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 First Party, 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 contained shall be enforced only out of the Premises hereby mortgaged and the rents, issues and profits thereof.

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IT WITNESS WHEREOF, First Party has executed this Trust Deed on the day and year first above written.

Mid-America National Bank of Chicago,
not personally but as Trustee under
Trust No. 1722 as aforesaid

By: Joseph Thasso

Title: Tr. VP

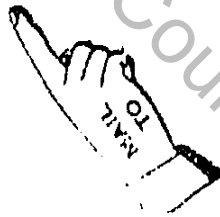
Attest:

By: San L. Delicath

Title: _____

This instrument was prepared by: John T. Even, Schuyler, Roche & Zwirner, 3100 Prudential Plaza, Chicago, Illinois 60601

Mail to: John T. Even, Schuyler, Roche & Zwirner, 3100 Prudential Plaza, Chicago, Illinois 60601



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COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

Permanent Index Numbers: 17-28-212-001; 17-28-212-009 and
17-28-212-028 (affects this & other property)

EXHIBIT A

Legal Description
L-800376-CB

Parcel 1:

Unit No. 339-A in Oriental Terraces Condominium No. 339 as delineated on a survey of the following described real estate: Lot 20 in Allen C. L. Lee's Subdivision, being a Resubdivision in the West 1/2 of the Northeast 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof; which survey is attached as Exhibit "B" to the Declaration of Condominium recorded on July 30, 1985, as document 85124425; together with its undivided percentage interest in the common elements.

Parcel 2:

Unit No. 2303-4A in Oriental Terraces Condominium No. 2303-4 as delineated on a survey of the following described real estate: Lot 29 in Allen C. L. Lee's Subdivision, being a Resubdivision in the West 1/2 of the Northeast 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof; which survey is attached as Exhibit "B" to the Declaration of Condominium recorded on January 14, 1986, as document 86018283; together with its undivided percentage interest in the common elements.

** Township 39 North*

Parcel 3:

Unit No. 326-B in Oriental Terraces Condominium No. 326 as delineated on a survey of the following described real estate: Lot 53 in Allen C. L. Lee's Subdivision, being a Resubdivision in the West 1/2 of the Northeast 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof; which survey is attached as Exhibit "B" to the Declaration of Condominium recorded on November 25, 1985, as document 85298675; together with its undivided percentage interest in the common elements.

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COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Alliance Group Holdings Company

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EXHIBIT A-PAGE 2

Legal Description
L-800376-C8

Parcel 4:

Unit No. 2309-03 in Oriental Terraces Condominium No. 2309-4 as delineated on a survey of the following described real estate: Lot 44 in Allen C. L. Lee's Subdivision, being a Resubdivision in the West 1/2 of the Northeast 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof which survey is attached as Exhibit "B" to the Declaration of Condominium recorded on July 31, 1986, as document 86326948; together with its undivided percentage interest in the common elements.

Parcel 5:

Easements appurtenant to and for the benefit of Parcel 1 as established and set forth in the Declaration of Party Wall Rights, covenants, restrictions, conditions and easements and By-Laws of Oriental Terraces Homeowner's Association recorded April 10, 1985 as document 27506504 and amended by amendment recorded October 23, 1985 as document 85250027 for vehicular and pedestrian ingress and egress in, over, upon and to the common area (as defined in the aforesaid Declaration).

DEPT-01 RECORDING \$26.50
#3333 TRAN 1344 12/18/86 15:49:00
#326 #A *-86-607675
COCK COUNTY RECORDER

86607675

86607675

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MAIL
26.00

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Property of Cook County Clerk's Office

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111 N. WASHINGTON ST. CHICAGO, IL 60602
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1-22 600000

11/11/20