

UNIOR TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 10 1986, between American National Bank and Trust Company of Chicago, a National Banking Association, 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 January 2, 1986 and known as trust number 66405, herein referred to as "First Party," and CHICAGO TITLE & TRUST COMPANY,

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instrument note bearing even date here-with in the Principal Sum of One Hundred Three Thousand Six Hundred Sixty-Nine and 88/100 (\$103,669.88)

made payable to BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from February 10, 1986 on the balance of principal remaining from time to time unpaid at the rate of 12% per cent per annum in instalments as follows: One Thousand Sixty-Six and 76/100 (1,066.76)

Dollars on the 10th day of March 1986 and One Thousand Sixty-Six and 76/100 (\$1,066.76) -----

Dollars on the 10th 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 10th day of February 1991. 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 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 Irving Slutsky, 1 N. LaSalle Street, Chicago, Illinois 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, demise, 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:

Lots 21, 22 and 23 in Kranz's First Addition to Edgewater, in the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index No. 14-05-116-016-0000 *all*

[Signature]
Date 01 RECORDING \$11.25
TRAN 9223 02/10/86 14:25:00
#160 H 4 *-86-058702

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 real estate 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 gold 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, indoor 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 UNDERTAKEN 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 building 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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred 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 ordinances; (7) pay before any penalty attached all general 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 underwriters 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 money sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured here-by, all in compliance 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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NAME

IRVING SLUTSKY

STREET

1 N. LaSalle Street
Chicago, IL 60602

CITY

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INSTRUCTIONS

RECORDERS OFFICE TX NUMBER

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

1501-07 Granville and

6148-50 Greenview

Chicago Illinois

20185098
MAIL

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WILHELM REINHOLD FRIEDRICH KLEINER
im Jahr dreißig lebte ich mit seiner Tochter
in der Landstraße fünfzehn zwischen dem
Bebelplatz und dem Platz der Republik. Ich
bin „dreiunddreißig“ von Friederike und

conquest, which may be very difficult, owing to the fact that the country is so sparsely populated.

ability based on the ability to see the signs and symbols from each individual field of view, as given in Table 1. An example of a field of view is shown in Figure 1.

Journal of Clinical Anesthesia 2000; 12: 50-55. © 2000 by the International Society for Clinical Anesthesia Research.

TABLE III. The magnitude of the effect of the Na^+ concentration on the rate of the reaction.

He was born at New York City, and educated at the University of the City of New York, and at Columbia University. He has been a member of the faculty of the University of the City of New York, and of the faculty of the New School for Social Research. He has also taught at the New School for Social Research, and at the New School for Social Research.

the first time in the history of the world, the people of the United States have been compelled to go to war with their own government.

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the first time in the history of the world, the people of the United States have been called upon to decide whether they will submit to the law of force, and let a single man, or a small party, control their destiny.

“THE BOSTONIAN” — THE BOSTONIAN
“THE BOSTONIAN” — THE BOSTONIAN
“THE BOSTONIAN” — THE BOSTONIAN

The off-white wavy leaf

...and the people were scattered.

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10. The following table shows the results of the experiments on the effect of the concentration of the solution of the organic acid on the rate of absorption.

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holders of the note, such right to be exercised by some reasonable mortgagor or trustee to be attached to the note; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of nonpayment to exercise the due and unpaid (which) not less than ten days prior to the respective dates of expiration; the Trustee or the holders of the note 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 and premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses held 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 an much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

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 prepared 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: (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, 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, 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, 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 holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders 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 rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with tax and proceedings, including probate and bankruptcy proceedings, to which either of them shall be 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 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 surplus 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, if 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 times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers 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 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. 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 on 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 an 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 genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which 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.

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 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.

11. This Junior Trust Deed is subject to and is fully and completely subordinate to the lien of that certain Mortgage ("Lyons' Mortgage") dated ~~January~~^{February} 6, 1986, made by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated January 2, 1986, and known as Trust Number 66405 to Lyons Savings and Loan Association and recorded in the Office of the Cook County Recorder of Deeds on ~~February 10~~^{February}, 1986 as Document Number 86058700, which Mortgage secures a Note in the amount of \$221,000.00.

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 contains or 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 full sum or any interest that may accrue thereon, or any indebtedness accruing hereunder, or in respect of any 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 in so far as the First Party and its successors and said American National Bank and Trust Company of Chicago jointly are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, 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 and Trust Company of Chicago
as Trustee, as aforesaid, and not personally.



STATE OF ILLINOIS
COUNTY OF COOK

LORETTA M. SOVIENSKI

By

Attest

VICE PRESIDENT

ASSISTANT SECRETARY

Notary Public in and for said County, in the State aforesaid,
Vice-President of AMERICAN
NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and
Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed
to the foregoing instrument, and whose signatures are of the Vice-President and Assistant Secretary, respectively, appended before me,
this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts, and as
the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said
Assistant Secretary did also then and there acknowledge that he is custodian of the corporate seal of said national banking associa-
tion, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and
as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of February, 1986.

FEB 1 0 1986

My commission expires JUNE 27, 1988

My commission expires

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED
IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified
herewith under Identification No. 710375

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

LAWRENCE E. KELLY
TRUSTEE

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Property of Cook County Clerk's Office

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GOAL: REACH APPROXIMATE MIGRATION ZONE

REFERENCES

（三）在新民主主义时期，中国共产党领导的人民民主政权对民族资产阶级实行既联合又斗争的政策。