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PREPARED BY:  
William B. Phillips, Esq.  
Malato & Stein, P.C.  
73 West Washington Street  
Chicago, Illinois

TRUST DEED

86104058

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 13, 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 Trustee in pursuance of a Trust Agreement dated June 27, 1983 and known as trust number 58120, herein referred to as "First Party", and AETNA BANK, herein referred to as TRUSTEE, witnesseth:

THAT WHEREAS, First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00) made payable to AETNA BANK (said Note including any and all Riders hereinafter referred to as "Note") 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 the date of said Note on the balance of principal remaining from time to time unpaid at the initial rate of ten and seventy-five hundredths per cent (10.75%) per annum which interest rate shall increase or decrease as provided in said Note in installments as follows:

ONE THOUSAND FOUR HUNDRED NINETY-THREE AND 57/100 DOLLARS (\$1,493.57) on the first (1st) day of each month, beginning May 1, 1986. Such monthly installments, as increased or decreased according to the terms of said Note, shall continue until said Note is full paid except that any remaining indebtedness, if not sooner paid, shall be due in full on the 1st day of April 1993. 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 each installment unless paid when due shall bear interest at the rate of fifteen per cent (15%) 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 Aetna Bank, 2401 North Halsted Street, Chicago, Illinois 60614, 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 (\$1.00) 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 (the "Premises"), to wit:

See Exhibit "A" Attached Hereto

15.00

COOK COUNTY, ILLINOIS  
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with waiver of all homestead rights under any applicable federal or state law, which, with the property hereinafter described, is referred to herein as the "Premises."

TOGETHER with all improvements, tenements, accretions, 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) servers, window shades, storm doors and windows, door coverings, leader heads, awnings, stairs 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 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 mechanics 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 receipt 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 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 liability attached 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 to full the indebtedness secured hereby, 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

DELIVERY NAME: AetNA BANK  
STREET: 2401 North Halsted  
CITY: Chicago, IL

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

1625 W. Greenleaf

Chicago, Illinois

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER

Permanent Tax No.

11-31-213-005-0000

DF

70-32-198 DF Chicago

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holders of the note, each right to be exercised by the holder of the note, including the right to demand and renewal policies, to have the note...

2. The Trustee or the holder 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...

3. At the option of the holder 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 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 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, holder 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 an 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 legal appearance's fees, outlays for documentary and report evidence, abstractors' 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 certification, and similar data and information with respect to title on Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All conditions and expenses of the nature in this paragraph mentioned shall become due and payable by Trustee or holders of the note in connection with and payable with interest thereon at the rate of seven per cent per annum, either prior to or after the commencement of such suit or proceeding, with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, other 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, of the debtor or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the time of application of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed to 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 appropriate in such case 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 (2) any decree enforcing 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; (3) 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; or 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 representative 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 of identification or 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 Title in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal of Trustee, the then Recorder or 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.

See Rider Attached Hereto and Made a Part Hereof.

This Trust Deed is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as pursuant to Trust Agreement dated June 27, 1983 and known as Trust No. 58120, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this Trust Deed), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on American National Bank and Trust Company of Chicago personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee aforesaid

By: [Signature] Title: [Signature]

ATTEST: [Signature] By: [Signature] Title: [Signature]

STATE OF ILLINOIS ) ) SS. COUNTY OF COOK ) )

I, KULA PAPADAKOS, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Peter Johansen, Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and J. MICHAEL WHELAN, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and

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voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said \_\_\_\_\_ Secretary did also then and there acknowledge that as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of MAR 13 1986, 1986.

\_\_\_\_\_  
Notary Public *[Signature]*

My Commission Expires:

MY COMMISSION EXPIRES JANUARY 7, 1990

<p><b>I M P O R T A N T</b></p> <p>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEES NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.</p>	<p>The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____</p> <p style="text-align: right;">Trustee</p>
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RIDER

THIS RIDER is attached to and incorporated in a certain trust deed of even date herewith, made by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated June 27, 1983 and known as Trust Number 58120 ("First Party") and AETNA BANK (said instrument, including any and all riders thereto referred to hereinafter as "Trust Deed").

1. Incorporation By Reference. All provisions, conditions, covenants, and agreements contained in the Note are incorporated by reference in this Trust Deed. All references to "Borrower" in the Note shall refer to First Party in this Trust Deed.

2. Transfer of the Premises or Any Interest Thereunder. If all or any part of the Premises or an interest therein is sold or transferred or, if First Party is not a natural person, if any beneficial interest in First Party (whether legal or equitable, including but not limited to a majority of stock or partnership interest) is sold or in any manner transferred, without the prior written consent of the holder of the Note (the "Note Holder"), the Note Holder may, at its option, declare all the sums evidenced by the Note and secured by this Trust Deed to be immediately due and payable. However, this option shall not be exercised by the Note Holder if such exercise is not authorized by federal law. The Note Holder may waive such option to accelerate if, prior to the sale or transfer, the Note Holder and the person to whom the Premises is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Note Holder. As a condition to waiving the Note Holder's right to accelerate, the loan terms, including the interest rate payable on the sums secured by this Trust Deed, and the margin for future interest rate changes shall be subject to modification by the Note Holder, or the Note Holder may charge an assumption fee. If the

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Note Holder has waived the option to accelerate provided in this paragraph, and if First Party's successor in interest has executed a written assumption agreement accepted in writing by the Note Holder, the Note Holder shall release the First Party from all obligations under the Trust Deed and the Note.

3. Release. Upon payment of all sums secured by this Trust Deed and payment of the customary release fee, the Trust Deed shall be released. The First Party shall pay all costs of recordation, if any.

4. Waiver of Right of Redemption. The First Party and its beneficiary expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed and the Note secured by same on behalf of the First Party, the trust estate, and all persons beneficially interested in the trust estate or in the Premises.

5. Exculpation. This Trust Deed is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as pursuant to Trust Agreement dated June 27, 1983 and known as Trust No. 58120, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this Trust Deed), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Aetna Bank personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as Trustee of  
Trust No. 58120

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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## EXHIBIT "A"

### LEGAL DESCRIPTION

Lot 20 in Block 27 in Rogers Park, being a Subdivision in the North East 1/4 and that part of the North West 1/4 lying East of the Ridge Road Section 31 and the West 1/2 of the North West 1/4 of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian and of Section 30 lying South of the Indian Boundary Line in Cook County, Illinois.

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