PURCHALLINGEFICIAL COPY TRUST DEED

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				24, 19	N/s	TIONS BAR	1000 30000	tarion
THIS INDE	NIUKE, :	Made Jally but a	s Trustee i	inder the provision	os of a deed or de	eds in trust du	ilv recorded an	d delivered to sa
Company in	pursuanc	e of a	Trust Agi	eement dated	April 18,	1985		-as trustnumbi
109691	, herein	referred to	as "First	Party," and Chi	cago Title ar	nd Trust Co	mpany,	~
								5001
				RUSTEE, witnesset ly herewith execute		ta hanring avan	date berewith if	g 2 }
of Two Hur	ndred Tw	rany nasi entv-Fi	ve Thou	sand and no/	100 (\$225,000	0.00)	Cate Helewith a	=========
								Dollar
				Grant Hospi				
				First Party promis				
Agreement an	d hereination	er specifica	lly describe	ed, the said principa	il sum in instalmen	is as lollows:	Nine Hundr	ed Thirty-
Seven and	1 50/100	(\$937.	50)				[OOLLARS or mor
on the 15th			198	6 and Nine	dundred Thirt	y-Seven an	d 50/100 (\$937.50)
		10					_	
		anah m		thereafter, to an				
final payment					of April			n April 15,
1986	on the	principal	be since the	om time to time u	ipaid at the rate o	f one (1)	per cent per a	nnum*each of said
	principal t	earing inte	erest af.ei	maturity at the rat	of fifteen	per cent per ar	nnum, and all of	f said principal and
				use or trust compa				
Illinois, as the of	holders of	the note	nay, from	time, in wr	iting appoint, and i	in absence of suc	in appointment	
NOW, THER	EFORE, Fir	st Party to s	ecure the pa	yment of the said pri	ncipal sum of money	and said interest in	accordance with	in said City the terms, provision
and limitations o these presents gr	of this trust ant, remise,	deed, and al release, alier	so in consider and convey	syment of the said pri- eration of the sum of y unto the trustee, is	One Dollar in hand possing successors and assign	aid, the receipt wh ms, the following	iereof is hereby ac described Real Est	knowledged, does by late situate, lying an
being in the		f Chica			DUNTY OF COO			OF ILLINOIS, to wi
				1				
Soc Fu		0.000	had bar	eto and inco	norated here	in he mafa	TODO	
See Ex	MIDIC A	, actac	ned her	eto and inco	po aced here	in by lete.	rence.	
. بم ،	ure re	A DELDA	CHACE !	IOUEV TOUCT	MCDA.			
l i	u12 12	A PURI	CHASE I	HONEY TRUST	DEEL			
over the	rate ani	nounced	from t	ime to time b	v The First	National Ba	ank of Chic	ago to be
its "prim	e" rate	. Varia	ations	in the prime	will be dete	rmined on t	the 15th da	y of each,
March, Ju	ne, Sep	tember a	and Dece	ember, Adhidend	ing offythe 'c.	togythe grace	;.	due dates
thich with the procedure together	roperty herei with all imp	naiter descri rovements, t	bed, is referi enements, e:	ed to herein as the "p isements, fixtures, an	remises," d appurtenances there	eto belonging, and	a'ı ren s. issues ar	
o long and duting	g all such tin	ies as hirst P	arty, its succ	essors or assigns may lent or articles now or	be entitled thereto (w	rhich are pledged p	oi man'y and on a	parity with said real
ight, power, retr	igeration (w	hether single	units or cer	ntrally controlled), ar idor beds, awnings, si	id ventilation, includi	ing (without restri	nogero, on gratoi	rg), screens, wrndow
eal estate wheth	er physically	attached th	ereto or not	and it is agreed that	all similar apparatus, e	equipment or artic	les hereal (e. pivoc	d in the premises by
TO HAVE AN	D TO HOLI	assigns man of the premise	es unto the s	ed as constituting part and Trustee, its succes	or the rear estate. sors and assigns, forey	er, for the purpos	es, and upon t'is t	ises and trusts herein
et forth. IT IS FURTH	ER UNDER	STOOD AND	AGREED	THAT:				
1. Until the interest to the interest of the second contract of the	ndebtedness uildings or in	aforesaid sh	all be fully p	aid, and in case of the eafter on the premise	r failure of First Party	, its successors or damaged or he des	assigns to: (a) pro	mptly repair, restore
ondition and rep	pair, without	waste, and f	ree from me	chanic's or other liens or charge on the prem	or claims for lien not	t expressly subordi	inated to the ben !	hereof; (c) pay when
if the discharge of	of such prior	tien to Tru	stee or to he	olders of the notes; (emply with all require	i) complete within a	reasonable time a	ny building or bui	ldings now or at any
hereof; (f) refra	in from mak	ting materia	l alterations	in said premises exc	ept as required by la	aw or municipal o	ordinance; (5) pay	before any penalty
nd upon written	request, to	furnish to Tr	ustee or to l	assessments, water chiolders of the note du	plicate receipts therei	or; (h) pay in full	under protest, in t	the manner provided
y statute, any t remises insured	ax or assess against loss o	ment which or damage by	First Party fire, lightnu	may desire to contes ng or windstorm (and	t; (1) keep all building flood damage, where	gs and improveme the lender is requi	ints now or helections and have to have	lter situated on said e its loan so insured;
nder policies pro	oviding for p	ayment by t	the insurance	e companies of money anies satisfactory to	s sufficient either to	pay the cost of re-	placing or repairing	g the same of to pay
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·····	·							
MAIL TO	:					FOR RECOR	DER'S INDEX PU	JRPOSES
		,				INSERT STR	EET ADDRESS C PROPERTY HER	OF ABOVE
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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, holders of the note, and in case of international control of the policies and the standard program of the policies and the property of the policies and the program of the policies and the property of the policies and the program of the pro

5. The proceeds of any foreclosure side 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 for course proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof countries second indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unried on the note; fourth, any overplus 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 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, is sees 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 reder prion, 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 which may be necessary or are usual in such cases for the intervention, 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 foreclosing this ture 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; (b) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to income 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

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 ins run ent upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deditor 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 which bears an identification number purport 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 on behalf of First Party.

10. Trustee may region to this instrument in writing filed in the office of the Recorder or Regional trust which this instrument shall have been

be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Regi tran 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, power, and authority as are herein given Trustee.

11. 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 deed is issued. Trustee or successor shall be emitted to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

12. The provisions in the attached Rider are an integral par: of this Deed of Trust

nd are incorporated herein by reference.
THIS TRUST DEED is executed by the Chicago Tribunal Processing States and Processing States THIS TRUST DEED is executed by the Chings Title and Trustee (and said Chings), not personally but as Trustee as after said, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Chings Title 17 Trustee), hereby warrar, substitutions and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said not easy interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained. If said liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that to far as the First Party and its successors and said Chings Title and Trustee 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 personall liability of the guarantor, if any.

IN WITNESS WHEREOF, Chings Title and Trustee and to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

Assistant Vice-President,	and its corporate	escal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written. LASALLE NATIONAL BANK
LaSalle Nationa	l Bank	As Trustee as aforesaid and not personally
		ByASSISTANT VICE-PRESIDENT
		Alless Ala Ala Cillette ASSISTANT SECRETARY
Corporate Seal		
STATE OF ILLINOIS, COUNTY OF COOK	} ss.	I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the SUICECT TO THE Public President and Assistant Secretary of the Suicect State of the Su

THE AND TRUST COMENTY. Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company for the uses 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 Company, caused the corporate seal of said Company 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 Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date

Given under my hand and Notarial Seal

Citicia Var Northy Public 8/9/89

Notarial Seal

*LaSalle National Bank

The Instalment Note mentioned in the within Trust Deed has been

DIPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

identified herewith under Indentication No BY TRUSTEE

UNOFFICIAL COPY 2

RIDER TO TRUST DEED

- R-1. Waiver of Redemption. First Party shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Trust Deed, but hereby waives the benefit of such laws. First Party for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the First Party, the trust estate and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the premises described herein subsequent to the date of this Trust Deed, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Article XII of the Illinois Statutes.
- R-2. Sale or Transfer of Premises. First Party agrees that in the event the security for the loan is sold or transferred in any way (including an indirect transfer by assignment of the beneficial interest in LaSalle National Bank Trust No. 109691 or any successor trust) or is made subject to any other lien or security interest without the consent of the holder of the Note, the holder of the Note shall have the right to accelerate the indebtedness, in its absolute discretion. In the event holder does not exercise said remedy or acceleration within ninety (90) days after it has received written notice thereof, it will be deemed to have given its consent to such sale, transfer, or lien or security interest. Nothing herein shall prevent the holder from accelerating the loan at anytime in the event First Party enters into such a transaction and does not notify holder of same, and the holder of the Note is expressly granted the right to accelerate the loan in such event, in its absolute discretion.
- R-3 Condemnation. In case the Premises, or any part thereof, are taken by condemnation, the holder of the Note is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the holder of the Note, as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so taken or damaged. In the event the holder of the Note elects

to make said proceeds available to reimburse First Party for the cost of rebuilding or restoring the existing or future buildings or improvements on the Premises (the "Improvements"), such proceeds shall be made available in the manner and under the conditions that the holder of the Note may require.

R-4 <u>Lease Approval</u>. No lease of all or any part of the Premises entered into after the date of this Trust Deed shall be effective to transfer any rights to possession to all or any part of the Premises without the prior written to approval of the holder of the Note.

R-5 Disurance.

(a) First Party shall at all times provide, maintain, and keep in force comprehensive public liability insurance on an "occurrence basis" against claims for personal injury, including without limitation bodily injury, death or property damage occurring on, in or about the premises, such insurance to provide immediate minimum protection in the following amounts:

\$1,000,000.00 per individual

\$1,000,000.00 per occurrence

(b) After the happening of any casualty to any or all of the Improvements, First Party shall promptly rebuild those Improvements or restore the Premises to their condition as of the date of this Trust Deed. Such rebuilding shall commence no later that four (4) months after the casualty and be completed no more than ten (10) months after the casualty; such restoration shall be completed no more than four (4) months after the casualty.

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LOTS 8 THROUGH 12 INCLUSIVE IN BLOCK 46 IN ELSTON ADDITION TO CHICAGO BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN 17-05-313-606-65

17-05-313-607-69

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