

THIS INDENTURE, Made June 23, 1986 between La Salle National Bank, a national banking association, not personally but as Trustee under the provisions of a Deed of Trust duly recorded and delivered to said bank in presence of Trust Agreement dated January 10, 1986 and known as trust number 110748 hereto referred to as "First Note", and THE FIRST COMMERCIAL BANK, 86307345

**UNOFFICIAL COPY**

an Illinois corporation 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 Four Hundred Fifty Thousand and no/100ths (\$450,000.00) made payable to BEAUCHE THE FIRST COMMERCIAL BANK 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 on the balance of principal remaining from time to time unpaid at the rate of \_\_\_\_\_ per annum, and in installments as provided for in said Note a copy of which is attached hereto and made a part hereof as Exhibit "A" hereof. On the \_\_\_\_\_ day of \_\_\_\_\_, 2001, a final payment of Principal and interest, if not sooner paid, shall be due on the \_\_\_\_\_ day of August, 2001.

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 installment unpaid when due shall bear interest at the highest lawful rate 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 The First Commercial Bank In said City.

NOW, THEREFORE, First Party to secure the payment of 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

Cook AND STATE OF ILLINOIS, to wit: the City of Chicago COUNTY OF

The North 14 1/2 Feet of Lot 33, all of Lot 34, 35, 36, and the South 6 1/2 Feet of Lot 38 in Block 1 of Lucy M. Green Addition to Chicago being a Subdivision of the North East 1/4 of the North East 1/4 of Section 20, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Property Address: 6224-30 S. Halsted, Chicago, Illinois

Permanent Index Number: 20-20-207-019-0000 and 20-20-207-018-0000

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(36, 37) T

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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, whether single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door 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 said Trustee, its successors and assigns, forever, for the purpose, 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 successor 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 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 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 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 money 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 holders of the note, and in case of insurance about to expire, to deliver 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 hereinbefore 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 thereon, or release from any tax sale or forfeiture affecting said 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 mortgaged 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 highest lawful rate per annum. Inaction 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 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 (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, 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) or 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 bidders 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 highest lawful rate per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including 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; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure 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 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, or 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 home, store 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 which 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: (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.

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Box 333

TRUST DEED

LaSalle National Bank

La Trustee TO

Trustee

THE ABOVE SPACE FOR RECORDERS USE ONLY

LaSalle National Bank

135 South La Salle Street CHICAGO, ILLINOIS 60650

FORM 8045 CP (6-74)

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.

IMPORTANT

6945 N. Clark St., Chicago, Illinois 60626

The First Commercial Bank, Alton M. Share

BOX 333 -- 7H

Prepared By MAIL TO.

The instrument here mentioned in the within Trust Deed has been identified herewith under identification No. \_\_\_\_\_

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 86

James A. Clark Assistant Vice President of the LaSalle National Bank, and \_\_\_\_\_ Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY, that

THIS TRUST DEED is executed by the LaSalle National Bank, 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 said LaSalle National Bank, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that no other person or in said note contained shall be constituted as creating any liability on said First Party or on said LaSalle National Bank personally to

See Rider attached hereto and made a part hereof

7. Trustee of 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. 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 of that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

5732.0398

PROVIDED TO THE COUNTY CLERK'S OFFICE

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED dated June 23, 1986 between LaSalle National Bank as Trustee under Trust Number 110748, First Party, and The First Commercial Bank, Second Party.

11. This Trust Deed and the Note which it secures, will not be assumable without the Note Holder's consent. Any sale, transfer, or further encumbrance (including but not limited to a contract sale, sale under articles of agreement for deed, or a transfer to a land trust), or any attempted sale, transfer, or further encumbrance of the undersigned's right, title, and interest to the property mortgaged hereunder, without said consent, shall render the entire Note indebtedness immediately due and payable at the Note Holder's election.

12. First Party, for itself, beneficiaries of Trust No. 110748 and on behalf of each and every person, except leasee or judgement creditors of First Party in its representative capacity and of said trust estate acquiring any interest or title to the premises subsequent to the date hereof, hereby waives all rights of redemption under any decree of foreclosure under this Trust Deed. First Party represents that it is authorized and empowered by said Trust Agreement or by the person having a power of direction over First Party to effectively make the waiver contained in the proceeding sentence.

13. Beneficiaries of said Trust Number 110748 shall maintain an escrow with the Note Holder for the payment of real estate tax, and insurance premiums (as determined from time to time by the Note Holder, shall be made with the Note Holder; and each such deposit, together with the monthly principal and interest payment under the Note shall constitute the monthly installment due under this Trust Deed.

RIDER IDENTIFIED:

THE FIRST COMMERCIAL BANK

EXONERATION CLAUSE

SEE TRUSTEE'S RIDER ATTACHED HERETO AND MADE A PART HEREOF

~~FIRST PARTY ON TRUST DEED~~

LA SALLE NATIONAL BANK as Trustee under

Trust No. 110748 and not personally

By [Signature] Vice President

Attest: [Signature] Assistant Secretary

BY AC M Share  
SECOND PARTY  
Alan M. Share, Vice President

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20-3186-02

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE  
DATE 01/14/2010 BY 60322 UC/BAW

Property of Cook County Clerk's Office

*[Handwritten signature]*  
[Illegible text]

20-3186-02

N O T E

\$450,000.00

Chicago, Illinois  
June 23, 1986

FOR VALUE RECEIVED, LaSalle National Bank, 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 10, 1986 and known as Trust Number 110748, hereby promises, out of that portion of the Trust Estate subject to said Trust Agreement specifically described in the Trust Deed given to secure the payment hereof, to pay to the order of THE FIRST COMMERCIAL BANK the principal sum of FOUR HUNDRED FIFTY THOUSAND AND NO/100ths (\$450,000.00) DOLLARS and interest on the balance of principal remaining from time to time unpaid at the rate computed as follows:

- (a) From the date of disbursement to August 1, 1989, Eleven percent (11%) per annum, and,
- (b) From August 1, 1989 to August 1, 1992 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on August 1, 1989 plus 2.5 percent per annum,
- (c) From August 1, 1992 to August 1, 1995 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on August 1, 1992 plus 2.5 percent per annum,
- (d) From August 1, 1995 to August 1, 1998 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on August 1, 1995 plus 2.5 percent per annum,
- (e) From August 1, 1998 to August 1, 2001 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on August 1, 1998 plus 2.5 percent per annum.

in the following manner:

- (1) From the date of disbursement to August 1, 1989 principal and interest on the balance of principal remaining from time to time unpaid at the rate as computed in (a) above, shall be payable in consecutive monthly installments of Five Thousand One Hundred Fourteen and 69/100ths (\$5,114.69) Dollars each, beginning with September 1, 1986 and continuing thereafter on the first day of each month to and including August 1, 1989.
- (2) For the period from August 1, 1989 to August 1, 1992 the unpaid principal balance as of August 1, 1989 together with interest as computed in (b) above shall be amortized over a period of 12 years and shall be payable in consecutive equal monthly installments beginning with September 1, 1989 and continuing thereafter on the first day of each month to and including August 1, 1992.
- (3) For the period from August 1, 1992 to August 1, 1995 the unpaid principal balance as of August 1, 1992 together with interest as computed in (c) above shall be amortized over a period of 9 years and shall be payable in consecutive equal monthly installments beginning with September 1, 1992 continuing thereafter on the first day of each month to and including August 1, 1995.
- (4) For the period from August 1, 1995 to August 1, 1998 the unpaid principal balance as of August 1, 1995 together with interest as computed in (d) above shall be amortized over a period of 6 years and shall be payable in consecutive equal monthly installments beginning with September 1, 1995 and continuing thereafter on the first day of each month to and including August 1, 1998.

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- (5) For the period from August 1, 1998 to August 1, 2001 the unpaid principal balance as of August 1, 1998 together with interest as computed in (e) above shall be amortized over a period of 3 years and shall be payable in consecutive equal monthly installments beginning with September 1, 1998 and continuing on the first day of each month, except that a final payment of principal and interest, if not sooner paid, shall be due and payable on August 1, 2001.
- (6) All such payments on account of the indebtedness evidenced by this Note shall be first applied to accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

Interest after maturity or default until paid shall be payable at 15% per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holder of this Note may, from time to time, in writing appoint, and in the absence of such appointment than at the office of The First Commercial Bank.

If the Note Holder has not received the full amount of any payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

Up to \$90,000.00 of principal may be prepaid in any one year without penalty upon 30 days written notice to the Note Holder. The privilege is non-cumulative. A 2% penalty will be applied to any prepayment in excess of the allowable amount during the first three years of this Note, and 1% penalty will be applied to any excess of the allowable amount thereafter.

The payment of this Note is secured by a Trust Deed, bearing even date herewith to said THE FIRST COMMERCIAL BANK, on real estate in Cook County, Illinois, to which instruments reference is hereby made for a description of the security, and a statement of the terms and conditions upon which this Note is secured. It is agreed that at the election of the holder or holders hereof and without notice the principal sum remaining unpaid hereon, together with accrued interest thereon, shall be become once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof, or in case at any time hereafter the right to foreclose the said Trust Deed shall accrue to the legal holders hereof under any of the provisions contained in said Trust Deed.

This Note and the Trust Deed which secures it, will not be assumable without the Note Holder's prior written consent. Any sale, transfer, or further encumbrance (including but not limited to a contract sale, sale under articles of agreement for deed or a transfer to a land trust) or any attempted sale, transfer, or further encumbrance of the undersigned's right, title and interest to the property securing this Note, without said consent, shall render the entire note indebtedness immediately due and payable, at the Note Holder's election.

The maker, makers, guarantors or endorsers jointly and severally waive diligence, presentment, protest and demand, notice of protest, demand and dishonor and non-payment of this Note, and agree to pay all costs of collection when incurred, including reasonable attorney's fees. Payments under this Note may be extended or modified without affecting the liability of the undersigned. The security stated in the Trust Deed or Assignment of Rents securing this Note may be released, in whole or in part, or increased or modified, and may secure future advances without affecting the liability.

Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. Whenever applicable, the term "Trust Deed" shall also mean "Mortgage". If there is more than one maker of this Note, the liability of the undersigned shall be joint and several.

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This Note is executed by LaSalle National Bank, 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 is payable only out of the property specifically described in said Trust Deed securing the payment hereof, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in the said property sepecifically described in said Trust Deed given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this Note accepts the same upon the express conditions that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the sale or other dispositions thereof, but that in case of default in the payment of this Note or any installment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Trust Deed given to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions in said Trust Deed se forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

LASALLE NATIONAL BANK  
as Trustee as aforesaid and not personally.

BY \_\_\_\_\_

ATTEST \_\_\_\_\_

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2025/03/08