

TRUST DEED

87436969

\$16.00

71-21-879 D2

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 4 1987, between LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated July 27, 1987, and known as Trust No. 112518

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of SIX HUNDRED TWENTY FIVE THOUSAND AND NO/100 (\$625,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER LEON H. DUBINSKI and MILDRED DUBINSKI Dollars,

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from 1987 on the balance of principal remaining from time to time unpaid at the rate of Nine (9%) per cent per annum in instalments (including principal and interest) as follows:

of _____ Dollars or more on the _____ day of _____ and _____ Dollars or more on the _____ day of each _____ 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 _____ day of _____. 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 ** per annum, and all of said principal and interest being made payable at such banking house or trust company in _____ 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 _____ in said City.

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 403, 404 and 405 in John P. Altgeld's Subdivision of Blocks 1 to 4, and 7 in the North 1/2 of Block 6 in the Subdivision of that part lying in the North-easterly of the center line of Lincoln Avenue of the North west 1/4 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

14-29-111-041-LOT-403
1206 w - Nelson
042-LOT-404 & 405
DBO

87436969

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 Mortgagors 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), screens, window shades, storm doors and windows, floor coverings, inador 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 the mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written.

[SEAL] _____ [SEAL]

[SEAL] _____ [SEAL]

STATE OF ILLINOIS, I, _____
County of _____ } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____

who _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ 19 _____

Notarial Seal _____ Notary Public

2 Eper
**interest equal to the treater of the Prime Rate announced by Continental Illinois National Bank and Trust Company of Illinois or two percent (2%) in excess of the interest rate then in effect under the Note (the "Default Rate")

Within ten (10) days after becoming

UNOFFICIAL COPY

THIS TRUST DEED is executed by the La Salle 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 La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said La Salle National Bank personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either 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 so far as the First Party and its successors and said La Salle National Bank personally 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, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK As Trustee as aforesaid and not personally,

By [Signature] ASSISTANT VICE PRESIDENT
ATTEST [Signature] ASSISTANT SECRETARY

87436969

STATE OF ILLINOIS }
COUNTY OF COOK }

SS.

I, Marla Framarin
Corinne Bek a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Clifford Scott-Rudnick Assistant Vice President of the LA SALLE NATIONAL BANK, and [Signature] Assistant Secretary of said Bank, who are 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 said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 4 day of August A.D. 19 87

My Commission Expires April 28, 1990

719862

Marla Framarin
NOTARY PUBLIC

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025

UNOFFICIAL COPY

RIDER

ATTACHED TO AND MADE A PART OF THE TRUST DEED DATED AUGUST 4, 1987 BETWEEN L & M PROPERTIES, GENERAL PARTNER AND LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST #112518, ("FIRST PARTIES") AND LEON H. DUBINSKI AND MILDRED DUBINSKI, HIS WIFE

12. This Rider and printed Trust Deed to which it is attached constitute one instrument and whenever there is a conflict in provisions, those in this Rider shall prevail.

13. The terms and provisions of the Installment Note ("Note"), dated of even date herewith, are incorporated herein by this reference thereto.

14. This Trust Deed is not assumable, assignable, transferable or able to be hypothecated without the prior written consent of the Trustee, which consent shall not be unreasonably withheld. First Party will not transfer, assign, or in any way hypothecate his right, title or interest in the property securing the Note, without first obtaining the written consent of the holder of the Note, which approval shall not be unreasonably withheld. Upon any transfer, assignment or hypothecation of the holder's right, title or interest to the property securing the Note, without the previous written consent of the holder, the principal balance remaining at the time of such transfer, assignment or hypothecation shall upon notice to First Party immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as a consent of the holder to such assignment, transfer or hypothecation nor shall it effect his right to proceed with such action as the holder shall deem necessary.

15. First Party agrees that it will not further encumber the Premises or enter into a collateral assignment of the beneficial interest in First Party without the prior written consent of the Trustee.

16. Notices hereunder shall be addressed as follows:

To Trustee at: Chicago Title & Trust Company
111 W. Washington Street
Chicago, Illinois 60602

With Copy to: Ronald T. Slewitzke
Morgan, Lanoff, Denniston
& Madigan, Ltd.
2 North La Salle St. #1808
Chicago, Illinois 60602

To First Party at: L & M Properties
c/o Jonathan G. Bunge
Keck, Mahin & Cate
8300 Sears Tower
233 S. Wacker Drive
Chicago, Illinois 60606

With Copy to: Reuben C. Warshawsky
Keck, Mahin & Cate
8300 Sears Tower
233 S. Wacker Drive
Chicago, Illinois 60606

87436969

719862

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/15

213905

UNOFFICIAL COPY

or at such other address as First Party, or Trustee may direct in writing. All notices hereunder shall be deemed given when personally delivered or two (2) days after deposit in the United States Mail, postage prepaid, by Certified Mail, Return Receipt Requested.

17. Notwithstanding anything to the contrary in this Trust Deed or the Note if the Promisee of the Note and/or holder of the Trust Deed must foreclose on the Note and/or Trust Deed for failure of the First Party/Promisor to comply with any provisions contained therein, the First Party/Promisor specifically waives any and all rights to redemption.

18. The First Party/Promisor specifically agrees to keep the improvements and personal property now and hereafter upon said premises insurance against damage by fire, and such other hazards as the mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Promisee may reasonably require until said indebtedness is fully paid.

19. This Rider to Trust Deed is executed by LA SALLE NATIONAL BANK, not personally but in its capacity 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 the Note contained shall be construed as creating any liability on the said First Party or on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Trustee personally 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 for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided.

LA SALLE NATIONAL BANK NOT
INDIVIDUALLY BUT AS TRUSTEE
UNDER TRUST #112511 DATED JULY
27, 1987

By: 

Name: ASSISTANT VICE PRESIDENT

Its: Corinne Bek

ATTEST:

By: 

Name: ASSISTANT SECRETARY

Its: Clifford Scott-Rudnick

719862

UNOFFICIAL COPY

Property of Cook County Clerk's Office

44111111

418805

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Corinne Bek and Clifford Scott-Ronick, respectively the ASSISTANT SECRETARY and ASSISTANT SECRETARY of LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST #112518 DATED JULY 27, 1987, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT SECRETARY and ASSISTANT SECRETARY 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 Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4 day of August, 1987.

Marla Framain
Notary Public

My Commission Expires:
4-28-90

719862

Subscribed and Sworn to
before me this _____ day of
August, 1987.

Notary Public

87436969

UNOFFICIAL COPY

Property of Cook County Clerk's Office

ALBES

04/20/2008