

OUT LOT 1

That part of Blocks 3, 4, 5, 6, 7 and 8 in Peter Sharp's Subdivision of that part of the South East Quarter of the South East Quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the R.I.R.R. together with the vacated alleys and vacated streets and streets to be vacated (Excepting the West 7 feet of said blocks 3, 6 and 7 taken for widening South Wentworth Avenue) in Cook County, Illinois, taken as a tract, described as follows:

NOTE: The West line of said tract is "Due North-South" for the following courses.

Beginning at the South West corner of said tract: thence due North on the West line of said tract 203 feet; thence North 89° 45' East, parallel with the South line of said tract 158 feet; thence South 60° 56' East, 45.39 feet; thence South 19° 27' 30" East, 22.0 feet to a point in a line that is 205 feet East of said West line; thence due South on said line, 7 feet to a point in a line that is 151 feet North of the South line of said tract; thence South 89° 45' West on said line, 6.0 feet to a point in a line that is 139 feet East of said West line; thence due South on said line, 153 feet to the said South line of said tract; thence South 89° 45' West on said line, 199.0 feet to the place of beginning.

OUT LOT 2

That part of Blocks 3, 4, 5, 6, 7 and 8 in Peter Sharp's Subdivision of that part of the South East Quarter of the South East Quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the R.I.R.R. together with the vacated alleys and vacated streets and streets to be vacated (Excepting the West 7 feet of said blocks 3, 6 and 7 taken for widening South Wentworth Avenue) in Cook County, Illinois, taken as a tract, described as follows:

NOTE: The West line of said tract is "Due North-South" for the following courses.

Beginning at a point in the West line of said tract that is 203 feet north of the South West corner of said tract: thence due North on said West line, 100.0 feet; thence North 89° 45' East parallel with the South line of said tract, 110.27 feet to a point in a curved line convex to the West, and having a radius of 300 feet and being tangent with a line that is 90.0 feet East of said West line; thence Southeasterly on said curve, an arc length of 95.05 feet to a point in a line that is 158 feet East of said West line; thence due South on said line, 18 feet to a point in a line that is 203 feet North of said South line of said tract; thence South 89° 45' West on said line, 158.0 feet to the place of beginning.

OUT LOT 3

That part of Blocks 3, 4, 5, 6, 7 and 8 in Peter Sharp's Subdivision of that part of the South East Quarter of the South East Quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the R.I.R.R. together with the vacated alleys and vacated streets and streets to be vacated (Excepting the West 7 feet of said blocks 3, 6 and 7 taken for widening South Wentworth Avenue) in Cook County, Illinois, taken as a tract, described as follows:

NOTE: The West line of said tract is "Due North-South" for the following courses.

Beginning at a point in the West line of said tract that is 303 feet north of the South West corner of said tract: thence due North on said West line, 215.0 feet; thence North 89° 45' East parallel with the South line of said tract, 90.0 feet; thence due South parallel with said West line, 106.51 feet to a point of tangency with a curved line; thence Southeasterly on said curve, convex to the West and having a radius of 300 feet, an arc length of 110.92 feet to a point in a line that is 303 feet North of the said South line of said tract; thence South 89° 45' West on said line, 110.27 feet to the place of beginning.

20-09-419-032
20-09-420-035
20-09-420-036
20-09-420-037
20-09-420-038
20-09-420-039
20-09-420-033
20-09-421-034
20-09-421-037
20-09-421-038
20-09-421-027

AD

875535239

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CURT 4

That part of Blocks 3, 4, 5, 6, 7 and 8 in Peter Shimp's Subdivision of that part of the South East Quarter of the South East Quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the R.I.R.R. together with the vacated alleys and vacated streets and streets to be vacated (Excepting the West 7 feet of said blocks 3, 6 and 7 taken for widening South Wentworth Avenue) in Cook County, Illinois taken as a tract, described as follows:

The North 100 feet of the South 618 feet of the West 90 feet of the above tract, as measured parallel with the West and South lines of said tract:

OUT LOT 5

That part of Blocks 3, 4, 5, 6, 7 and 8 in Peter Shimp's Subdivision of that part of the South East Quarter of the South East Quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the R.I.R.R. together with the vacated alleys and vacated streets and streets to be vacated (Excepting the West 7 feet of said blocks 3, 6 and 7 taken for widening South Wentworth Avenue) in Cook County, Illinois taken as a tract, described as follows:

The North 95 feet of the South 758 feet of the West 90 feet of the above tract, as measured parallel with the West and South lines of said tract:

OUT LOT 6

That part of Blocks 3, 4, 5, 6, 7 and 8 in Peter Shimp's Subdivision of that part of the South East Quarter of the South East Quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the R.I.R.R. together with the vacated alleys and vacated streets and streets to be vacated (Excepting the West 7 feet of said blocks 3, 6 and 7 taken for widening South Wentworth Avenue) in Cook County, Illinois taken as a tract, described as follows:

The North 175 feet of the South 933 feet of the West 90 feet of the above tract, as measured parallel with the West and South lines of said tract:

OUT LOT 7

That part of Blocks 3, 4, 5, 6, 7 and 8 in Peter Shimp's Subdivision of that part of the South East Quarter of the South East Quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the R.I.R.R. together with the vacated alleys and vacated streets and streets to be vacated (Excepting the West 7 feet of said blocks 3, 6 and 7 taken for widening South Wentworth Avenue) in Cook County, Illinois, taken as a tract, described as follows:

NOTE: The West line of said tract is "Due North-South" for the following courses.

Beginning at a point in the South line of said tract, 268.45 feet East of the South West corner of said tract:
thence due North, parallel with said West line, 90 feet:
thence North 89° 45' East parallel with said South line, 65 feet:
thence due North parallel with said West line, 30 feet:
thence North 89° 45' East parallel with said South line, 145.84 feet to the East line of said tract:
thence South 0° 04' 40" East on said line, 120 feet to the South East corner of said tract:
thence South 89° 45' West on said South line, 211 feet to the place of beginning., Together with streets and alleys adjoining the above premises which are vacated or which are to be vacated.

87539229

Property included in legal description of "Outlot 6" Towns legal: The South 5.61 feet of Lot 2 (except the West 7 feet thereof) in Block 3 in Peter Shimp's Subdivision of the SE 1/4 of the SE 1/4 lying West of the M.S. and L.S. or C.R.I. and P. RR. of Section 9, T 38N, Range 14 E of Third P.M.

365713

Clerk's Office

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11. First Party waives any and all rights to redemption from sale under any order or decree of foreclosure of this Trust Deed, on behalf of the First Party as mortgagor or grantor, the trust estate, and all persons beneficially interested therein, and each and every person except decree or judgement creditors of First Party as Trustee in its representative capacity and of the trust estate, acquiring any interest in or title to the mortgaged premises subsequent to the date of this trust deed.

12. The note secured by this Trust Deed is subject to prepayment in accordance with the terms thereof.

13. First Party represents and agrees that the proceeds of the note secured by this Trust Deed will be used for the purposes specified in paragraph 4(c) of Chapter 74 of the Illinois Revised Statutes (as the same exist of the date hereof), and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

14. Whenever any of the parties hereto are referred to, such reference shall be deemed to include the successors and assigns of such party.

It is further agreed that if the Premises, or any part thereof, be condemned under the power of eminent domain, or acquired for the public use, the damages awarded, the proceeds for the taking of, or the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Trust Deed and the note which is given to secure remaining unpaid are hereby assigned by the mortgagor to the mortgagee. The Mortgagee is hereby authorized, but shall not be required, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal for any such judgements or award. The Mortgagee may apply all such sums of any part thereof so received, after the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the Mortgagee elects.

15. If any action or proceeding be commenced (except a suit to foreclose the lien hereof or to collect the indebtedness secured hereby), to which action or proceeding the holder of the Note or Trustee is made a party, or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the holder of the Note or Trustee for the expenses of any litigation to prosecute or defend the rights and lien created by this Trust Deed, including reasonable counsel fees, shall become so much additional indebtedness secured hereby and immediately due and payable by the Mortgagor, with the interest thereon at the rate of 4% above the prime rate in effect at Exchange National Bank of Chicago per annum.

16. The property will not be further encumbered and the entire balance owing shall become due and payable immediately upon sale of the conveyance of the real estate security for this loan.

17. Wherever the word, "Mortgagor" is used herein, it shall mean "First Party"; and wherever the word "Mortgagee" is used herein, it shall mean "Holder of the Note."

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This Indenture, Made

Devon Bank, an Illinois Corporation, Chicago, Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated

May 1, 1987

and known as trust number 5349

herein referred to as "First Party," and Devon Bank

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF Two hundred seventy five thousand and no/100****

*****(\$275,000.00)***** DOLLARS,

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

on the balance of principal remaining from time to time unpaid at the rate

of ~~four~~ ~~per cent~~ ~~per annum~~ and installments as provided in said note, with a final payment of principal and interest due,

if not sooner paid, on October 1, 1986 and

thereafter until said note is fully

paid. 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 unless paid when due shall bear interest at the rate of eight (8%) percentage points over prime rate floating 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 Devon Bank

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, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described

Real Estate situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

RIDER ATTACHED HERETO AND MADE PART HEREOF

Property Address: N E Corner South Wentworth and West Garfield Boulevard Chicago, Illinois

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 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

10-6-87 PART 1 local description of property on Certificate # 1201112 & other App. 7

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1110
10112
Box _____

TRUST DEED

DEVON BANK

3657215 Trustee
To

3657215 Trustee

9-130 1887
NARY (E) US...
REGISTRAR

Submitted by _____

UNOFFICIAL COPY

CHICAGO, ILL. 60603
BOX 324

DEVON BANK

36445 N. Western Avenue
Chicago, Illinois

62266528

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 2137

James J. Subler
Devon Bank Trustee.

IMPORTANT
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.

DEPT-01 RECORDING \$17.00
181111 FROM 6137 10/22/87 16:51:00
#0030 # 2 * 87-539229
COOK COUNTY RECORDER

My Commission Expires 5-31-89

Notary Public

[Signature]
A. D. 1987

30th

GIVEN under my hand and notarial seal, this _____ day of September _____ 1987

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Bank, as Trustee as aforesaid, for the uses and purposes thereof 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;

1. VINCE E. BARATTI
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard A. Lounny, CHAIRMAN
of the DEVON BANK, Chicago, Illinois, and WILLIAM H. HANM
Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

62266528

Property of Cook County Clerks Office

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TO HAVE AND TO HOLD the premises unto 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 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 moneys 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 redeem 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 rate of seven per cent 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 thereon.

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 (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) 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 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 rate of eight per cent 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 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or 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.

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ATTEST
[Signature]
CHAIRMAN

By [Signature]
As Trustee as aforesaid and not personally,
DEVON BANK

ASSISTANT TRUST OFFICER

IN WITNESS WHEREOF, DEVON BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

THIS TRUST DEED is executed by the Devon 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 Devon 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 the said First Party or on said Devon Bank personally to pay the 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 its successors and said Devon Bank personally right or security hereunder, and that so far as the First Party and its successors and said Devon 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.

RIDER ATTACHED HERETO AND MADE PART HEREOF

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 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, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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 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 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 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.

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 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.

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.

6. 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 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 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 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.

5. 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 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, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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