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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made August 21	19 87, between The Midwest Bank and Trust Company
a Banking Corporation, not personally but a	as Trustee under the provisions of a Deed or Deeds in trust
duly recorded and delivered to said Bank in pu	ursuance of a Trust Agreement dated August 7, 1987
and known as trust number 87-08-5282 herein	n referred to as "First Party," and LAKE VIEW TRUST AND
SAVINGS BANK an Illinois corporation	herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date 

made payable to BEARER which said Note the First Party promises to pay out 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 on the balance of principal remaining from time to time unpaid at the rate of DISBURSEMENT

TWO \_\_\_\_\_ PER CENT above the LAKE VIEW TRUST AND SAVINGS BANK PRIME COMMERCIAL INTEREST RATE, as established from time to time, payrore as follows: 

Any principal, unless paid when dur stall bear interest after maturity at the default rate of TWO PER CENT (2%) above the Note rate per annum. Said payme is are to be made, at auch banking house or trust company in the City of Chicago, illinois as the legal holder of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of LAKE VIEW TRUST AND SAVINGS BANK, 3201 N. Ashland Ave., Chicago, 11 60657.

NOW, THEREFORE, First Party to secure the payer at cotthe said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and slao in considers ion of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by trees presents grant, remise, release, alien and convey toto the Trustee, its successors, and assigns, the following described Real Estate situate, lying and being in the COUNTY OF A ID STATE OF ILLINOIS, to wit: COOK

SEE LEGAL ATTACHED HERETO AS EXHIBIT

SEE RIDER ATTACHED HERETO AND MADE A PART HERE DE: in a charge of the contract of the least the second of the

COOK COUNTY ILLINOIS

1987 OCT 16 PM 2: 30

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, essements, fixtures, and appurtenences 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 primed) 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 and on a parity with said real estate and not secondarily), and varies now or hereafter therein or thereon used to supply and 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, in-a-door bads, awnings, stoves and water heaters. All of the foregoing or wrelared 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 acreated in the premises by First Parity of 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 purposes, and upon the uses and trust herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT!

1. Unit the indebtedness aforessed 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 tother 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 evaluations at instances of a read of the control of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances; (1) pay before any penaity attaches, all general laxes, and pay special taxes, appedial assessments, water charges, sawer 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 eccepts therefore (8) pay in full under protect, in the manner provided by statute, any tax or assessment which a protect or because of the more sufficient either to pay the repair of the more or because of the note of repairs of the more sufficient either to pay the repairs of the more of repairs of the more provided by statute, any tax or assessment which to repair the same or to pay la, full-the-indebtedness for the penetral provided by the standard mortgage clause to be attached to each policy; and to deliver all policies including a distorate of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies in the standard mortgage clause to be attached to each policy; and to deliver all policies including adjustional policies of the note less than ten days pri

9396224 @ Jacon Poll Q

NAME: LAKE VIEW TRUST AND SAVINGS BANK

ADDRESS: 3201 N. ASHLAND AVE.

CITY: CHICAGO, IL or RECORDER'S OFFICE BOX NO. 146

for information only insert street address of above described

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waiver of any right accruing to them on account of any of the persannum. Inaction of Trustee or holders of the note shall never be considered as a provisions of this paragraph.

provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment horeby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public onine without inquiry into the accuracy of such bill, statement or into the validity of any tax, assessment, sale, forfeiture, tax lies 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 accured 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, the one 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 assumed that have the

nn maning payment of any Instalment or principal or interest on the note, or the line and such default shall continue for three days, said option to be exercised, as 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 not not included as additional indebtedness in the decree for sais all expenditures and expenses which may be paid or incurred by orn the provider of the note for attorneys frees, Trustee's fees, provider and services and expenses of the note may be read to be expended a feer say of the decree) of procuring all such abstracts of the note may deem to be responded a feer say of the decree) of procuring all such abstracts of the note may deem to be responded a feer say of the decree) of procuring all such abstracts of the note may deem to be responded a feer say of the decree) of procuring all such abstracts of the note may deem to be responded to the note in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately decreased of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately decreased of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately decreased of the nature of the proceedings, to while either of them shall be added to the proceeding proceeding. Including probate and bankruptcy proceedings, to while either of them shall be added to the proceeding which the proceeding the proceeding to the proceeding of the proceeding to the p

7. Trustee or the holders of the note shall have the right to inspect too premises as an inspect too 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 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 tross negligence or microff or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

any power berein given.

9. Trustee shall release this trust and and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been juli 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, princes and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept, as true victout inquiry. Where a release is requested of a successor trustee may accept has the genuine note herein described any now which bears a certificate of identification purporting to be executed by the described regiment of the note and which purports to be executed by 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; its may accept as the genuine note herein described air, note which may be presented and which conforms in substance with the description herein constained of the note and which purports to be executed. Behalf of First Party.

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, inshiftly or review in a file then Recorder of Deeds of the county in which the premises are situated shall be sentiled to reaso table compensation for all acts performed hereinders.

10. The opening of the premise are successor; shall be entitled to reaso table compensation for all acts performed hereinders.

The entire proceeds of the Note will be used for the purposes specified in Chapter 17, Section 6404, Paragraph 4, Illijo's Revised Statutes, and the indebtedness secured hereby constitutes a "business loan" (h.c., comes within the purview of said Chapter, Section and Paragraph.

12. The Mortgagor hereby weives any and rll rights of redemption from sale under any order decree of foreclosure of this trust deet, on its own behalf and on behalf of each and every person, except decree of judgment creations of the Mortgagor acquiring any interest

in or title to the premises subsequent to the date of this trust deed.

THISTRUST DEED is executed by the undersigned Trustee, not personally, but as Tristee as aforesaid: and it is expressly understood and agreed by the parties bereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and principal and agreement, for the purpose of binding it personally, but this instrument is executed and delivered by The Midwest Bank and Trust Company, as Trustee, and no personal liability or personal responsibility is assumed by nor hall at any time be asserted or enforced against. The Midwest Bank and Trust Company, its agents, or employees, on account, or account, or not personal time be asserted or enforced against. The principal note contained, either expressed or implied, all such personal liability; if any, being hereo, any expression defining by a contained, either expressed or increast notes hereof, and by all persons chaiming by a contained and name as the principal notes hereof, and by all persons chaiming by a contained and party of the second part or holder or holders of said principal notes, and by every person now or hereafter claim in any right or security nerecunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that The lide at Bank and Trust Company, individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and is of the covenants herein contained and is and the covenants herein contained and shall be enforced only out of the property hereby mortgaged and the rents, lost as, and profits thereof.

[IN WITNESS WHEREOF, The Midwest Bank and Trust Company, not personally but as Trustee as aforesaid as caused these presents to be signed by its vice-President, and its corporate real to be hereunto affixed and attented by (a Assistant Cashlor, the day and y a. first above written.

The Midwest Bank and Trust Company As Trustee as aforeshid and not personally, VICE-PRESIDENT Attest ASSISTANT CASHIER

STATE OF ILLINOIS SS. COUNTY OF COOK

1. Kathleen Plazyk a Notary Public, in and for said County, in the State aforesaid, DO REREBY CERTIFY, that Barbara Love

Vice-President of THE MIDWEST BANK AND TRUST COMPANY, and

Angela McClain, Asst. Trust Officer

Assistantly Geshier 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 Cashier, respectively, unscared before me this day, in person and action of the signed that they signed and delivered the said is their own free and voluntary act and as the free and voluntary act of said Bank, as frustee as adoresaid, for the uses and purposes therein sat forth; and the said Assistant Cashier then and there acknowledged that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank as frustee and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes

"OFFICIAL SEAL" Kathleen Plazyk
Notary Public, State of Illinois
My Commission Exploration 8, 1990 My Commission Expires jan. 8, 1990

Marine Marine

Given under my hand and notarial scal

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The instalment Note mentioned in the within Trust Deed has been

herewith under Identification No. LAKE VIEW TRUST AND SAVINGS BANK

Trustee

#### EXHIBIT 'A'

#### LEGAL DESCRIPTION

#### PARCEL 1:

The Easterly 1/2 of the following described property:
Lot 3 (except the North 1/5 feet thereof and except the West 60 feet thereof) of
the West 1/2 of Lot 3 in Buller's Resubdivision of Lot 3 in Kay's Subdivision of
the Southwest Fractional 1/4 of Practional Section 4, Township 40 North, Range 13,
East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

The Westerly 1/2 of the following described property:

Lot 3 (except the North 125 feet thereo and except the West 60 feet thereof) of
the West 1/2 of Lot 3 in Butler's Resubdivision of Lot 3 in Kay's Subdivision of
the Southwest Fractional 1/4 of Fractional Section 4, Township 40 North, Range 13, unty. East of the Third Principal Meridian, in Cock County\_ Illinois.

P.I. #13-04-303-110 5552 & 5556 W. Ardmore, Chicago, IL

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Property of Cook County Clark's Office

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THIS RIDER IS ANTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED AUGUST 21, 1937 EXECUTED BY THE MIDWEST BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 7, 1987 AND KNOWN AS TRUST #87-08-5282 FOR \$147,000.

In the event Mortgagor shall convey title to any person or persons other than the Mortgagor or shall suffer or permit Mortgagor's equity of redemption in the property described in this Mortgage to become vested in any person or persons other than Mortgagor (except when such vesting results from devise or operation of law upon death of any individual executing this Mortgage and the Note secured by this Mortgage), then in any such event the Mortgagee is hereby authorized and empowered at its option and without affecting the lien hereby created or the priority of said lien or any tight of the Mortgagee hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indectedness of the Mortgagee to the Mortgager, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering Acceptance by the Mortgagee of any mortgage the several parts seperately. payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagee of its right to require or enforce performance of this provision or to exercise the remedies hereunder. For the purpose of this provision, the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or governmental or political subdivision thereof, or any one or more or combination of the foregoing. Whenever the Mortgager shall elect to declare all sums secured hereby immediately due and payable in acrordance with this provision, it shall give written notice to the Mortgagor and to the Mortgagor's successors in title not less than thirty (30) days prior the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prevaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successors in title as recorded upon the books of the Mortgagee, but if no such eddress be so recorded then to the address of the mortgaged property.

Where the term "Mortgagee" has been used in the above paragraph, it shall be construed to mean the Holder of the Note.

The word "Mortgage" shall mean "Trust Deed" when applicable.

The Beneficiary of the First Party shall not permit assignment, pledge or transfer of the beneficial interest or conveyance of the real estate in Trust #87-08-5282 without the prior written consent of the legal holder of the Note.

This Mortgage secures the full payment of any other indebtedness or liability of Mortgagors or any of them to the Mortgagee, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, while this Mortgage is in effect, however created and however evidenced.

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