### TRUST DEED

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COOK COUNTY, ILLINOIS FILED FOR RECORD

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made OCTOBER 26 , 1987, between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois banking Corporation, 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 November 25, 1983 and known as Trust Number 1143, herein referred to as "First Party,"					
and CHICAGO TITLE AND TRUST COMPANY herein referred to as TRUSTI THAT, WHEREAS First Party has concurrently herewith executed an instalment of SIXTY SEVEN THOUSAND FIVE HUNDRED AND 00/100	nt Note bearing even date herewith in the Principal Sum				
made payable to BEA/ER and delivered, in and by which said note the First Party promises to pay out of the ment and hereinafter specifically described, the said principal sum and interest from along from time to time un, wid at the rate of 10.50 per cent per annu	nt portion of the trust estate subject to said Trust Agree- om date of disbursement on the balance of principal re-				
SEVEN HUNDRED FORTINGLY AND 15/100	(\$746.15)				
Dollars on the LST day of JANUARY , 1988 and	SEVEN HUNDRED FORTY-SIX AND 15/100 - (\$746.15)				
Dollars on the 1ST day of each and every month it payment of principal and interest, if not so one: paid, shall be due on the 1S payments on account of the indebtedness evaluated by said note to be first applie mainder to principal. Any interest not paid when due, whall be added to principal payment of principal and interest when due, the er tire unpaid principal balance cent per annum, and all of said principal and interest oring made payable at such the holders of the note may, from time to time, in writing appoint, and in absence hank and Trust Company of Chicago in said City.  NOW, THEREFORE, First Party to secure the payment of the said principal terms, provisions and limitations of this trust deed, and also in consideration of is hereby acknowledged, does by these presents grant, remise, release, alien and following described Real Estate situate, lying and being in the COUNTY OF COO	serenfter until said note is fully paid except that the final ST day of DECEMBER 1994. All such d to interest on the unpaid principal balance and the reand shall bear interest as principal. Upon default in the due shall bear interest at the rate of 30 per banking house or trust company in Chicago, Illinois, as see of such appointment, then at the office of Mid Town sum of money and said interest in accordance with the he sum of One Dollar in hand paid, the receipt whereof convey unto the Trustee, its successors and assigns, the				
AND STATE OF ILLINOIS, to wit:					
SEE EXHIBIT "A" ATTACHED HERETO AND HEREBY MADE	***** \$16.00				
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- I	M.B. JOVIII EA. IL TOU T COMPANY OF CHICLGO				
which with the property housingfor described is referred to be rein as the "premises."	M.B. JOVIII CA. R. J. T.W. T. COMPANY OF CHIC, GO				
	thereto belonging, and all rents, assues and profits thereof for reto (which are pledged primarily and on a parity with said real in or thereon used to supply beat, yas, air conditioning, water, including (without restricting the foregoing), streens, window heaters. All of the foregoing are declared to be a part of said news, equipment or articles beteafter placed in the premises by tee.  Signs, forever, for the purposes, and upon the uses and trusts.  Party, its successors or assigns to: (1) promptly repair, restore once damaged or be destroyed; (2) keep said premises in good lien not expressly subordinated to the lien hereof; (1) pay when its lien hereof, and upon request exhibit validactory evidence of ensoundible time any buildings in buildings now or at any time in				
which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvement, tenements, casements, fixtures, and appartenances so long and during all such times as First Party, its successors or assigns may be entitled the estate and not secondarily), and all apparatus, equipment or articles now or hereafter there light power, refrigeration (whether single units or centrally controlled), and ventilation, is shades, storm doors and windows, floor coverings, inador beds, awnings, stoses and water real estate whether physically attached thereto or not, and it is agreed that all similar apparative of the successors or assigns shall be considered as constituting part of the real estate TO BAYE AND TO HOLD the premises unto the said Trustee, its successors and as 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 or rebuild any buildings or improvement now or hereafter on the premises which may be condition and repair, without waste, and free from mechanic's or other leters or claims for due any indebtedness which may be secured by a lien or charge on the premises superior to it.	thereto belonging, and all rents, assues and profits thereof for reto (which are pledged primarily and on a parity with said real in or thereon used to supply beat, yas, air conditioning, water, including (without restricting the foregoing), streens, window heaters. All of the foregoing are declared to be a part of said news, equipment or articles beteafter placed in the premises by tee.  Signs, forever, for the purposes, and upon the uses and trusts.  Party, its successors or assigns to: (1) promptly repair, restore once damaged or be destroyed; (2) keep said premises in good lien not expressly subordinated to the lien hereof; (1) pay when its lien hereof, and upon request exhibit validactory evidence of ensoundible time any buildings in buildings now or at any time in				

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(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 inxes, 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 toss or damage by fire, lightning or windstorm under policles 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 policles payable in case of loss or damage, to Trustee for the benefit of the holders of the notes, 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 halders 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, and in case of insurance, 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 thereof, or redeem from any act safe 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 Trus

ing 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 \_\_\_\_\_\_\_ 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, or any other paragraph contained.

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 he holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed to shall, notwithstanding any ing in the note or in this trust deed to be 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 for it in principal or interest on the note, or (b) in the event of the failure of billy of each of the red appropriate pay party is beneficiarles or any other obligor default under any other document given by any any the obligor default under any other document given by any things specifically set for!! In ranging no me hereof and such default shall continue for three days, said option to be exercised at any time after the expira-tion of said three day period or c) in the event First Party, First Party's beneficiaries or any other obliged default under any other document given by any of them to secure the obligations to by secured or under the four commitment of Mid Town Bank and Trust Company of Chicago to <u>Dean Lent</u> and <u>Carolyn Nowicklated Cept, 8, 1987</u>, and any and all modifications, revisions, or extensions thereto, the provisions of which are incor-porated herein by reference.

4. When the indebtedness hereb' see sed 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 fore ose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be prid in incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's 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. Tottens certificates, and similar data and assurances with respect to title as Trustee or I old ris of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidder at a rule which may be had pursuant to at the title reportition of the title. For the remise, All expenditures and expenditures are described in the title remise. 

5. The proceeds of any foreclosure sale of the premises shall be Arthusted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all strictions as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to then evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining anguld 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 leed, 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 indebte line's secured hereby, and without regard to the then value of the premises of whether the same shall be then occupied as a homestead or not and the Trustee's tenunder 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 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 morning any further times when Pirst Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issue 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 ma

8. Trustee has no duty to examine the title, existence, or condition of the premises, nor shall Trustee's 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 omission; herounder, except in case of its own goes negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfar ory to it before exercising any power herein

Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of sat Jactory evidence that all indebtedness secured by this trust deed has been fully poid; and Trustee may execute and deliver a release hereof to and at the equest of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secure is seen paid, which represents tion Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor its stee risy accept at the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee herein derive such conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Parry; and where executed a certificate on any instrument identifying same as the note described herein, it may except as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the more and which purports to be executed on behalf of First Parry.

12. In the event the First Party and/ or First Party's beneficiaries sells, transfers or otherwise disposes of the premises or permits a lien (paramount or junior) to be placed upon the premises, to secure a loan or other obligations, or in the event the First Party and/or First Party's beneficiaries permits a lien to attach to the premises, the holder of the note shall have the right to declare immediately due and payable the principal sum secured hereby and all interest accrued thereon.

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13. In the event that any payment provided for in the note hereby secured shall become overdue for a period in excess of 20tdays, a "late charge" of five cents (5¢) for each dollar (51) so overdue shall become immediately due to the holder of the note as damages for failure to make prompt payment, and the same shall be secured by this trust deed. Such charge shall be payable in any event not later than the due date of the next subsequent instalment of principal or interest. The charge for late payment and the number of days prior to imposing of the \*\*
14. Notwithstanding anything in the note or trust deed to the contrary, the death of all beneficiaries of the First Party and/or all guarantors of the indebtedness herein mentioned shall be a default in the performance of an agreement of the First Party and/or all guarantors of the indebtedness given in the Trust Deed in the event of default in the performance of any agreement of the First Party contained herein.

15. In the event that the holder of the note shall, in each faith, deem listly insecutes, the holder of the note right payed the right to accolarate the in-15. In the event that the holder of the note shall, in good faith, deem itself insecure, the holder of the note shall have the right to accelerate the in-13. In the event that the holder of the hote shall, it glob faith, deem then insecure, the holder of the hote shall have the right to accept an extension of principal and interest due hereunder.

14. First Party's beneficiaries shall, at all times, maintain a life insurance policy in at least the amount of the principal balance remaining unusald from time to time in the note hereby secured. Said life insurance policy(ies) shall name the holder of the note as the irrevocable beneficiarly thereunder. In the event that the beneficiarly of said life insurance policy(ies) is deleted, modified or altered in any way without the holder of the note's prior written consent, the holder of the note small have the right to declare immediately the and payable the principal sum secured hereby and all interest accrued thereon.

17. The premises are to be accupied by you during the entire term of the loan and any and all extensions or modifications thereof and, if this requirement is not met, the holders of the hote shall be entitled to all rights and remedies given in this trust deed in the event of default in the performance of any agreement of the First Party contained herein.

"late charge" may change from time to time and holder hereof shall inform debtor in writing prior to its effectiveness.

FOR ADDITIONAL POVISIONS, SEE RIDER ATTACHED HERETO AND HEREBY MADE A PART HEREOF: Solst Ox C

THIS TRUST DEED is executed by the "MID TOWN back" AND TRUST COMPANY OF CHICAGO, 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 it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any lability on the said First Party or on said debtedness accruing hereunder, or to perform any covenant either express or involled herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security here upder, and that to far as the First Party and its successors and said owners of any indebtedness accruing hereunder shall look solely to the premises terrory 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 any personal liability of the guarantor, if any.

IN WITNESS WHEREOF, In the manner herein and in said note provided or by action to enforce any personal liability of the guarantor, if any.

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HID TOWN BANK AND TRUST COMPANY OF CHICAGO, as Trustee as a pressid and not personally and not personal

as Trustee as a oresaid, and not personally,

CORPORATE

ASSISTANT SECRETARY

STATE OF ILLINOIS 1 55. COUNTY OF COOK

> a Notary Public in and for said Comey, in the State aforesaid, the undersigned DO HEREBY CERTIFY, that Mary Roche, Trust Officer a notary to the component of the componen bas zationismergic out is exitered, Assistant Secretary of saidmento.combines accommon \*

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer XNEXOFERIMA 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 acts, and as the free and voluntary act of saidbakdouxDemains and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of saidbakdouxDemains and acknowledge that he, as custodian of the corporation seal of said national banking association, did affix the said corporate seal of said maintains association, did affix the said corporate seal of said maintains association, did affix the said corporate seal of said maintains association. and voluntary act of said HARMAI HARMING RESOCIATION as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th

October

SEAL OFFICIAL Jo Schoffeld HOTARY PURITO, STATE OF ILLINOIS & COMPTONICH EXPIRED

My commission expires

#### 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.

The Instalment Note mentioned in				has	been	identified
herewith under Identification No.	721	38	11			

& TRUST COMPANY, TRUSTER

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# 87604545

### UNOFFICIAL COPY

#### RIDER TO TRUST DEED

This Rider is made this October 26, 1987, and is incorporated into and shall be deemed to amend and supplement the Trust Deed dated of even date herewith, given by the undersigned (herein "First Party") to secure Borrower's Note to the holders of the Note and covering the property described in the Trust Deed and located at 3048 North Oakley, Chicago, IL ("Premises").

In addition to the covenants and agreements made in the Trust Deed, First Party and the holders of the Note Eurther covenant and agree as follows:

- 16. At all times, regardless of whether any loan proceeds have been disbursed, this Trust Deed secures as part of the indebtedness hereby secured the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, excenses and advances due to or incurred by the holder of the Note in accordance with the Note, this Trust Deed and the said Loan Commitment; provided, however, that in no event shall the total emount of the indebtedness hereby secured, including loan proceeds disbursed plus any additional charges, exceed 500% of the face amount of the Note.
- 17. This Trust Deed shall be construed under Illinois law. If any provisions hereof are invalid under Illinois law, such invalidity shall not effect the validity of the rest of the Trust Deed and Rider.
- 18. The proceeds of the loan secured by this Trust Deed will be used for the purpose specified in Paragraph 6404 (1)(c) of Chapter 17 of the Illinois Revised Statutes (1981); the loan secured hereby constitutes a business loan within the meaning of said Section and that, accordingly, the loan secured hereby is exempt from the Illinois usury reguirements.
- 19. Any default under the certain Security Agreement (Chattel Mortgage) dated October 26, 1987 between Mid Town Bank and Trust Company of Chicago a/t/u Trust Agreement dated November 25, 1983 a/k/a Trust No. 1143, First Party #1, Dean Lent and Carolyn Nowik, Debtor, and La Salle National Bank a/t/u Trust Agreement dated June 30, 1 978 a/k/a Trust No. 54546, First Party #2, Dean Lent, Debtor, and Mid Town Bank and Trust Company of Chicago, Secured Party, shall constitute a default hereunder.
- 20. The note secured hereunder is also structed by an Other Trust Deed ("Other Trust Deed") dated of even date herewith and filed with the Recorder of Deeds of Cook County, Illinois as document number 1876 of the made by LA FALLE NATIONAL BANK a/t/u Trust Agreement dated June 30, 1978 a/t/a Trust No. 54546 to Chicago Title and Trust Company. Any delault under the Other Trust Deed shall be constitute a default hereunder.
- 21. It is a condition of this Trust Deed that in the event of prepayment of the principal before maturity, MID TOWN BANK AND TRUST COMPANY OF CHICAGO will be entitled to additional funds to maintain the expected yield of the mortgage over the anticipated term of the mortgage. (See Exhibit "B" attached hereto and hereby made a part hereof)

By: Mary Roche, Trust Officer

Attest: Deborah Stephanites, Ass't. Secretary

MID TOWN BANK AND TRUST COMPANY OF CHICAGO,

not personally but as Trustee aforesaid;

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#### EXHIBIT "A"

#### PARCEL 1:

LOTS 6 AND 7 IN BLOCK 11 IN CLYBOURN AVENUE ADDITION TO LAKE VIEW AND CHICLGO OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COLY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 3048 NORTH OAKLEY

CHICAGO, ILLINOTS 60618

P.I.N. NUMBER: 14-30-107-033-000

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RARCEL 2:

LOTS 74 AND 75 IN BLOCK 4. IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTH BAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL METIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1922 VEST DICKENS
CHICAGO, ILLINOIS 60614

P.T.N. NUMBER: 14-31-209-027-0000 (L 74) 14-31-209-028-0000 (L 75)

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#### EXHIBIT \* 8

THE ORIGINAL INTERES	ST RATE OF THE MORTGAGE IS	10.50%
AT THE TIME OF ANY ASSESS A FEE DETERMI	PREPAYMENT OF PRINCIPAL, INED AS FOLLOWS:	MID TOWN BANK WILL
INTEREST RATE O	ON NOTE AT TIME OF PREPAYME	ENT 10.50%
AV AIL ABLE REINVESTME	ENTS TO NOTE MATURITY AT TI	ME OF PREPAYMENT:
	RNAL'S PUBLISHED YIELD FOR DECEMBER 1, 1994 (maturity date of mtg.	275 ES
5	DIFFERE	EN CE §
(IF DIFFERENCE IS FUNDS WOULD BE ASSES	-Ø·, OR A NEGATIVE NUM	BER, NO ADDITIONAL
FORMULA:	4	
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\$ 67 ,500 .0	10 x .50% x 720	\$675.00

NOTE:

THE YIELD MAINTENANCE PROGRAM IS SEPARATE FROM, AND FIGURED APART FROM, ANY ADJUSTMENT IN RATE THAT YOUR NOTE MAY (OR MAY NOT) BE SUBJECT TO.

Property or Cook County Clerk's Office