UNOFFICIAL COPY 1401

TRUST DEED

ADDITIONAL COLLATERAL

THE ABOVE SPACE FOR RECORDERS USE ONLY

THE ROOT BY NOT THE PARTY OF WALL	
THIS INDENTURE, Made November 9th 1987, between American National Bank and Tru Company of Chicago, not personally but as Trustee under the provisions of a Deed or Deeds in trust du recorded and delivered to said Company in pursuance of a Trust Agreement dated December 1, 1977	
and known as trust number 41719 , herein referred to as "First Party," and L. H. Tayne of	
Glencoe, Illinois herein referred to as TRUSTEE, witnesseth:	
THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date her with in the Principal Sum of Three Hundred Fifty Thousand and 00/100	
(\$350,000.00)Dollar made payable to DENNER UNI-FIN CORP.	78,
and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust esta subject to said Trust Agreement and hereinafter specifically described, the said principal sum in-	.te
instalments as follows payable on demand Demand	NO.
an the Double of the Control of the	-
on the day of such thereafter, to and including the	he
day of 19, with a final payment of the balance due on the	
day of 19 , with interest on the principal balance	ce
from time to time unpaid at the rate of per cent per annum payable	
; each of said ins alments of principal bearing interest after maturity at the rate	
trust company in Chicago,	or
Illinois, as the holders of the note may, from time t_i time, in writing appoint, and in absence of such appoint	it-
ment, then at the office of UNI-FIN CORP. in said City	у,
NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provision and limitations of this trust deed, and also in consideration of the sum of one Boliar in hand paid, the veceipt whereof is hereby acknowledged, does these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying a	by nd
being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:	
Lots 39, 40, 41, 42 in Kay's Subdivision of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and commonly known as 1421 West 47th	
Street, Chicago, Illinois.	9
arz. 7 2 40	
Permanent Tax No: 20-08-103-001 to 004	
DEPI-O: RECORDING	\$18
. T#111 TRAM 6170 11/19/87 13 8	
- COUK COUNTY RECORDER - MR 130 世代 を一のマームの主体	ੱ
	I
which, with the property hereinafter described, is referred to herein as the 'premises,"	ł
TOGETHER with all improvements, tenements, easements, fixtures, and appurtensance 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 sarreal estate and not accondarily, 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), acreen window shades, storm doors and windows, floor coverings, insdor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a party of said and state whether physically attached thereto or not, and it is surgest that all similar apparatus, equipment or articles hercafter piaced in the	E.
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trustee, its successors and assigns, forever, for the purposes, and upon the uses and trustee her.	
in set forth. IT 15 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 sasigns to: (11 promptly repair restors or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep asid premises.	<u>"</u>
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 hereo. [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 requist exhibit a reasonable time any building the subject of the lien of Tuster of such prior lien to Tuster or to holders of the hotes; (4) complete within a reasonable time any building the subject of the lien of Tuster or to holders of the hotes; (4) complete within a reasonable time any building the subject of the lien and the lien of the lien and the lien are the lien are the lien and the lien are the lie	nt or
in good condition and repair, without waste, and free from mechanics or other items or claims for the not expressly subordinated to the tem nervel of the light hereof, and upon request exhib satisfactory evidence of the discharge of such prior lien to Truster or to holders of the totes; (4) complete within a reasonable time any building how or at any time in process of crection upon said premises; (5) comply with all requirements of law or functional ordinances with respect to the premisers and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinances with respect to the premisers and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinances.	:
(1) pay better any periatry attended in according to the part of the part displaced receipts therefor; (2) pay in fu against the premises when due, and upon written request, to furnish to Trustee or to holders of the note displaced receipts therefor; (3) pay in fu against the premises when delically the part of the note of the n	111
under protest, in the manner provided by scattle, any secret, and the ments now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payments 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 here, and it is 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	~ [

D NAME UNI-FIN CORP.

E STREET 200 West Adams Street

L Chicago, Illinois 60606

V CITY OR

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1421 West 47th Street

Chicago, Illinois

7621401

holders of the note, such rights to be re deared by the standard martgage close to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, me in close of flourists about a applier to diliver in each local policies, to holders of the note of the note may, but need not, make any payment of perform any act hereinhefore set forth in any form and manner decemed 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 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 free, 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 acron provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any name and the provisions of the purpose or the holders of the note hereby secured making any name and the provisions of the purpose or the holders of the note hereby secured making any name and name the provisions of the note holders of the note hereby secured making any name and has been and payable without notice and with interest thereon at the rate of acron provisions of this paragraph.

per anima. 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 peragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, many 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 treat deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) limited (a) 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, then any sult to foreclose the lien hereof, they shall be allowed and included as additional indebtedness in the decree for all the appenditures and expenses which may be paid or insured by on on behalf of Trustee or holders of the note from storners' fees, Trustee's fees, appairser's fees, outlays for documentary and expert evidence, alenganghers' 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 critificates, and similar data and assurances with respect to t

rights may appear.

6. Upon, or at any the 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 asis, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the roson or persons, if 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 homestead or not and the Trustee hereunder may be appointed as 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 of authority 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 reviewer, would be entitled to collect such rents, issues and profits of successors or assigns, except for the intervention of such reviewer, would be entitled to collect such rents, issues and profits, and all other powers which may be secessary or as well 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 suchorise 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 or widded such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the are shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the side of the proper such assessment or

Enat purpose.

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

any power herein given.

9. Trustee shall release this trust deed and an in lien thereof by proper instrument upon presentation of natisfactory evidence that all indebtedness gecured by this trust deed has been fully paid at a 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 the genuine note herein described any note which been a critificate of identification purporting to be executed by a prior trusteer may accept as the genuine note herein described herein on sized of the note and which purports to be executed by a prior trusteer hereunder or which release is requested of the original trustee and it has sever executed an any instrument identifying same as the note described herein, it may accept as the genuine note herein described any any may be made any instrument identifying same as the note described herein, it may accept as the genuine note herein described in the may be gressented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in he office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, insellify or refuse, to trust the description berein on the promises are situated shall be Succissor in Trust. Any Successor in Trust her or are shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable con a ration for all acts performed bereunder.

County Cles THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not per scall but as Trustee as aforesaid in the of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing berein er in said a tained shall be construed as creating any liability on the said First Party or es said American Rational Bank and Trust Company of Chicago personall the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform a 7 covenant either express or implie contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter child ing any right or security herean that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned; the leng or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the pre-size hereby conveyed for the thereof, by the enforcement of the lifes hereby created, in the manner therein and in said note provided or by action (2 enforce the personal liability guarantor, if any.

IN WITHERS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as afr. w. A. has caused these properties by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be bereunto affixed and attend by its Assistant Sec day and year first above written.

and the CORPORATE SEAL

	American National Bank & It	rust Company of Chicago
	as Aruston as neofessid, a	nd not per outlis.
Bv		C
Attest	Baller	VICE PRESIDENT
71,000		ASSISTANT SECRETARY

STATE OF ILLINOIS, | SS. COUNTY OF COOK

7621.TO

I, the undersigned, a Notary Public in and for the County and State aforesaid. DO HEREBY CERTIFY, that the above named Vice President and Asistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association for the control of the foreign and the said of the foreign functument as such as the foreign function of the control of the foreign function and delivered the said that there are not of the foreign and delivered the said interment as their own free and voluntary act and as the free and voluntary act of and National Banking Association, as Trustee, for the uses and purposes therein set forth; and the said Asistant Secretary then and there acknowledged that said Asistant Secretary, as custoffed to said National Banking Association to be affixed to said introducted the said Asistant Secretary act and as the free and voluntary act of said National Banking Association to be affixed to said introducted the said Asistant Secretary, as custoffed to said introducted the said Asistant Secretary, as custoffed to said introducted the said Asistant Secretary as custoffed to said introducted the said Asistant Secretary as custoffed to said introducted the said Asistant Secretary as custoffed to said introducted the said Asistant Secretary as custoffed to said introducted the said Asistant Secretary as custoffed to said introducted the said Asistant Secretary as custoffed to said introducted the said Asistant Secretary as custoffed to said introducted the said Asistant Secretary as said introducted the said Asis

Care purce Buy hand and Notaria Seal Notary Public, State of Illinois
My Commission Expires 8/27/90

162	NOV OLD 1987
ientes das	Notary Public
The instalment pole mentioned in	the within Trust Deed has been identified

Notary	Public	

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE BECURED BY THIS TRUST DEED SHOULD BE IDENTI-PIED BY THE TRUSTER NAMED HEREIN REPORT THE TRUST DEED IS FILED FOR RECORD.

rewith	under	Identification	No	