71-45-1010.

Indenture, Made December

BEVERLY TRUST COMPANY, an Elinois Corporation, not personally but as Trustee a Deed or Deeds in trust duly recorded an i delivered to said Frist Company in particulare at a Trust Agreement

November 12, 1987

and known to Trust Norther 8-8559

herein referred to as "First Party," and Chicago Title And Trust Company

an Illinois corporation herein referred to as THYSTER, with seether

THAT, WHEREAS First Party has concurrently herewith executed its printing local feating even date berewith in the TOTAL PRINCIPAL SUM OF

SIXTY THOUSAND

POLIARS.

or indiversit in and by made physide to BEARER which and Note the First Party promines to parcent of that purious of the text contain subject to said

Trust Agreement and heremafter specifically depends have said per out some **eighty four**

installments as body. Nine Hundred Ninety Six and 07/100 (\$996.07)

15th January ··•

19 **88** . m. i

LILARS

day of each month

there from to an intering the

day of December 15th

1994, with a first payment of the signer over the 15th

ing of December 1994, with interest

n the principal bal-

ance from time to time unpaid at the state of ten (10%) . . . per condition with in payable

5996.07

monthly, each of said installments of principal pearing enterest after muturals at the rate of twelve percent per annum, and all of said principal and originest being made payable at such banking

house or trust company in Chicago

Highers, as the indiers of the note may, from the to time of the force of

appertured, then at the office of Rubenstein & Publistein, 180 N. LaSalle St., Chgo, or and Array

NOW, THEREFORE, First Party to recome the payment of the uniform collect of money and said interest in nevertance with the terms, provident additional of the train of the sum of One Deliar in hand path the rope of whereof a ferrity who electron issues by these presents grant, remase, release, also and convey unity the Truste, its surveys as and assigns, the following described Real Estate situate, lying and below to the Construct Cook

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PARCEL 1:

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LOTS 3, 4, 5, AND 6 (EXCEPT THAT PART LYING WEST OF A LINE SO FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 20 CON EYED TO CITY OF CHICAGO FOR WIDENING SOUTH ASHLAND AVENUE) IN HASTIE AND RHEITS ADDITION TO ENGLEWOOD ON THE HILL, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 20. TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (Parcel 2 ONLY IS IN TORRENS)

LOT 7 IN HASTIE AND RHETT'S ADDITION TO ENGLEWOOD ON THE FILL, A SUBDIVISION OF NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 20 IN COOK COUNTY, ILLINOIS.

Property Address: 6707-17 South Ashland Avenue, Chicago, IL 60636 ✓P.I.N: 20-20-300-003; 004; 005; 006; 007

which, with the property personafter described, in referred to be returned the fix and $z^{\prime\prime\prime}$

Trighthing with all improvements, tensioning as smear. In the life in a superiorative thereto belonging and all rests, issues and prefix thereof for a life part of the life in the life in the life is superiorated and prefix thereof for a life part of the life is the life in a life in the life is the life in the life in the life is the life in a life in a life in the life is a party with said real estate and not secondarily), and all apparatus equipment or articles it when hereofter therein or thereon used to supply heat, gas, air conditioning, water, light, here is the first or election whether single units or centrally controlled), and ventilation, including swithout restricts the first order, selector single downshades, storm deers and windows, floor coverings, in a very hear, award grant water heaters. All of the foregoing are declared to be a part of and real estate whether pixely attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter pixeled in the premises by First Party or its successors or assigns shall be considered as constituting part of the real value.

Beverly Trust Company

TO HAVE AND WHOLE the premises and sale function of the purposes, and upon the uses and trust 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 lieus or claims for lieu good condition and repair, without waste, and free from mechanic's or other lieus or claims for lieu not expressly subordinated to the lieu hereof; (3) pay when due any indebtedness which may be secured by a lieu or charge on the premises superior to the lieu hereof, and upon request exhibit satisfactory evidence of, the discharge of such prior lieu 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, sower 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; (6) keep all buildings and improvements now or hereafter situated on said premises insured against be set of manage by two lightning or windstorm under pelvies providing for payment by the assurance companies of moneys sufficient either to pay the cest of replacing or repairing the same of 6 pay in full the infebtedness secured hereby, all in companies satisfactory to the holders of the holde
- 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 may the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfulne, 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 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 neceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien note of. 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 or Trustee or holders of the note for atternoys fees, Trustee's fees, appraiser's fees, outlays for decumentary and expert evidence, stenographers charges, publication costs and costs (which may be estimated as in the expended after entry of the decree) of procuring all such abstracts of tile, title scarches and examinations, guarantee policies, Torreus 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 sait or to evidence to bidders at any sale which may be had pursuant to such decree the trustendition of the Olicitar the Evaluation of the premises. All expenditures and expenses of the nature in this paragraph nontinest shall become so much additional indebtedness secured hereby and immediately due and payable, with interest whereon at the raise of seven per cant per annum, when paid or incurred by Trustee or holders of the time to the inconnection with (a) any proceeding, including probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed the presence of the 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 at 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, without notice, without regard to the solvency or insolvency at the time of application

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for such receiver, of the person or persons, if any, hable for the payment of the indebtedness secured hereby, and without regard to the then value of the premires or whether the same shall be then occupied as a homestead or not and the Trustee hereunder 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 full statutory period of redemption, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues 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 may authorize the receiver to apply the net incline in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree for foreelessing this trust deed, or any tax, special assissment or other hen which may be or become superior to the lien hereof or of such decree, provided such application is made prior to force lesure sale; (2) the decrees in case of a sale and deficiency. sale and deficiency.

- 7. Trustee or the hollers of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- R. Trustee has no duty to examine the title, beatlon, exister e, or condition of the premises, nor shall Trustee he obligated to record this trust deed or to ever us any power live is within unless expressly obligated by the terms hereof, nor he hable for any acts or onto some shearth or except in case of its own gross negligence or misconduct or that of the agents or timple year of Trustee, and it may require indemnities satisfactory to it before exercising any power nersing any
- 2. Trustice shall release this trust deed and the len thereof by proper the someth upon presentation of satisfactors evidence that all indictedness sourced by this trust deed has been fully paids and Trustee may execute and deliver a release borsel to an last the report of the past of the shall either before or after matrice thereof, produce and on hit is the release to representing that all indictedness hereby secured has been paid, which representation lightly not a new as optimize that all indictedness hereby secured has been paid, which bears a correlected for an entire name in the release is requested any not which bears a correlected for level other party rolling to be executed by a prior trustee hereunder or which conforms in substance with the less repute the release is requested of the original trustee and it has now resecuted an restricted on any instrument dentifying same as the note described berein, it may accord as the genuine note herein its related and which purposes to be executed on behalf of Firs Party.
- 10. Trustee may resign by instrument in writing filed in the office of the Describe or Registrar of Titles in which this instrument shall have been received or filed. In case of the 12 signation, inability or refusal to act of Trustee, the then Recorder of the is of the 2 unity in which the promises are situated shall be Successor in Trust. Any Successor in Trust in requirer shall have the identical title, powers and authority as are berein given Trustee, and any Trustee or successor Shall be entitled to reasonable companyation for all acts norformed becauseder. compensation for all acts performed hereunder.

,Ohi THIS TRUST DEED is executed by the auders great Attistic vision, and it is expressly understood and agreed by the particle bare. on natur o n<mark>astimates</mark> maintes and, and it is expressly understood and agreed by the portice border entring to the control netwithstanding, that each and all of the coverants, undertexing and article of a control netwithstanding, that each and all of the coverants, undertexing and article of a control of a read name are made and intended, not as personal coverants, undertakings and are entents of the linear as a land therital terms are agreement, for the purpose of binding it personants. For the land of the purpose of binding it personants before recented, not as personal consensus, undertakings and sureinvents of the literation of land them of the messas Agreement, for the purpose of handing it personance, but this most in entre the control literated by BLATRIA TRUST COMPANA, as I restee, solely in the exercise of the form of control of the lack of finisted of the personal handing of personal handing of personal handing of personal responsibility maximized to the lack of the form of the literature of the lack of lack of lack of the most of the lack of the lack of lack of the lack o part of the weater so howers, lower or a where of \$1.50 per of the motion of the glant na gran trant or calibrate nationalist

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BENERIA TREST COMPANA

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COUNTY OF COOK)	_			
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	of said Trust Compan	y, who a	re perso	nally known to n	ie to be the same persons whose
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•	they signed and deliver	ed the sa	id instri	iment as their own	free and voluntary act and as the for the uses and purposes therein
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