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This Indenture, Made December 04 1987, between BEVERLY TRUST COMPANY, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Trust Company in pursuance of a Trust Agreement dated November 12, 1987 and known as Trust Number 8-2559

71-45-10103

herein referred to as "First Party," and Chicago Title And Trust Company an Illinois corporation herein referred to as TRUSTEE, witness that

THAT, WHEREAS First Party has concurrently herewith executed its principal note bearing even date herewith in the TOTAL PRINCIPAL SUM OF

SIXTY THOUSAND

DOLLARS.

made payable to BEARER 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 to said party and said

eighty four installments as follows: Nine Hundred Ninety Six and 07/100 (\$996.07) on the 15th day of January 1988 and \$996.07 on the 15th day of each month thereafter and including the 15th day of December 1994, with a final payment of the entire balance on the 15th day of December 1994, with interest on the principal balance from time to time unpaid at the rate of ten (10%) per cent per annum payable

monthly, each of said installments of principal bearing interest after maturity at the rate of twelve percent per annum, and all of said principal and interest being made payable at said banking

house or trust company in Chicago Illinois, as the holders of the note may, from the date hereof until the maturity of such appointment, then at the office of Rubenstein & Rubenstein, 180 N. LaSalle St., Chgo., IL 60601

NOW, THEREFORE, First Party to secure the payment of the principal and interest and said interest in accordance with the terms, provisions and limitations of the Trust Agreement and also in consideration of the sum of One Dollar in hand paid the sum of which said party acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee its successors and assigns, the following described Real Estate situated, lying and being in the County of Cook AND STATE OF ILLINOIS

PARCEL 1: LOTS 3, 4, 5, AND 6 (EXCEPT THAT PART LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 20 CONVEYED TO CITY OF CHICAGO FOR WIDENING SOUTH ASHLAND AVENUE) IN HASTIE AND RHETT'S 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 HILL, 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 hereinafter described, is referred to herein as the "premises" TOGETHER with all improvements, tenements, equipment, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for and during the term of the First Party, its successors or assigns may be entitled thereto, so long as it is a party 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 (with or without the foregoing), screens, window shades, storm doors and windows, floor coverings, in a hot heat, radiators, 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

Beverly Trust Company

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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 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 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 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' 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 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 installment 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 costs 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 seven 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 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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STATE OF ILLINOIS

COUNTY OF COOK

ss.

I, The Undersigned

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Alyne Polikoff, Trust Officer

~~Vice President~~ of BEVERLY TRUST COMPANY, and

Earl H. Nagel, II ~~Trust Officer~~

of said Trust Company, 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 Trust Officer, 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 Co., as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that _____ as custodian of the corporate seal of said Trust Company, did affix the corporate seal of said Trust Company to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7th day of December A.D. 19 87

Janette A. ...
Notary Public

My Commission Expires Feb. 1, 1990

Property of Cook County Clerk's Office

DEPT 31 RECORDING 319.00
TRERED TRAN SR11 12/14/87 12:03:00
#1002 # 25 8-07-60 9064
COOK COUNTY RECORDER

The Installment Note mentioned in the within Trust Deed has been identified by _____

with under Identification No. 21733
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
Debra ...
ASST. SECRETARY

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.

Box
TRUST DEED

1400

BEVERLY TRUST COMPANY

as Trustee

To

Chicago Title And Trust Company

Trustee

Property Address:

6707-17 South Ashland Ave.

Chicago, IL 60636

-87-659064

Beverly Trust Company
TRUST AND ESTATE SERVICES

AN ILLINOIS CORPORATION

*Mailed to:
Norman Rubenstein
180 W. So. LaSalle
Chicago, IL 60601*