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TRUST DEED UNOFFICIAL COPY 87012317

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This Indenture, Made December 4, 1986, between Chicago Title & Trust Co, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 19, 1985 and known as Trust No. 1087542 herein referred to as "First Party," and AFFILIATED BANK/NORTH SHORE NATIONAL

herein referred to as TRUSTEE, witnesseth: THAT WHEREAS First Party has concurrently herewith executed Principal note bearing even date herewith in the principal sum of One Hundred Five Thousand and no/100 (\$105,000.00)

made payable to RENDER Affiliated Bank/North Shore National and delivered, in and by 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, the said principal sum as follows:

The Principal sum of \$105,000.00 and interest payable in accordance with the terms and conditions of the said Note.

The term "Prime" means the prime commercial rate of Bank, such rate being changed from time to time as established or announced by Bank. Prime does not mean the lowest interest rate offered by Bank from time to time.

whether by acceleration or otherwise principal bearing interest after maturity at the rate of P+6 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Affiliated Bank/North Shore National, 1737 W. Howard St., Chicago, IL 60626

In case more than one note is or are referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien, and convey unto the Trustee, its successors, and assigns, the following described Real Estate, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 11 IN BLOCK 2 IN W. W. MARCY'S RESUBDIVISION OF PARTS OF ROBERTSON'S SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF GRAND AVENUE AND EAST OF THE WEST 26.60 CHAINS IN SECTION 33, TOWNSHIP 40 NORTH AND EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT OF THE MARCY'S RESUBDIVISION RECORDED JULY 31, 1911 AS DOCUMENT NO. 4803483 IN COOK COUNTY, ILLINOIS.

PIN # 13-33-414-045 W.S. H-J-O

The terms and conditions of the Principal Note dated December 4, 1986 in the amount of One Hundred Five Thousand and no/100 Dollars (\$105,000.00) executed by Chicago Title and Trust Company under Trust No. 1087542 dated July 19, 1985 are hereby incorporated by reference and made a part hereof.

14.00

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rental 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 to the 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 or refrigeration (whether single units or centrally controlled and ventilated, including without restricting the foregoing) green, window shades, storm doors and windows, floor coverings, ladder beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of the 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.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, plus Rider

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof.

IN WITNESS WHEREOF, Chicago Title & Trust Co, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE & TRUST COMPANY
As Trustee as aforesaid and not personally,
By Morua Sanders Vice-President
ATTEST Cherita Smith Assistant Secretary

STATE OF ILLINOIS,)
COUNTY OF COOK,) SS.

ASS the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice-President and Assistant Secretary of the Chicago Title & Trust Company, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President 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 act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority given by the Board of Directors of said Corporation; as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th Day of December, A.D. 1986

Maria J. Costello

Notary Public

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RIDER

ATTACHED TO TRUST DEED

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DATED December 4, 1986

EXECUTED BY

Chicago Title & Trust Company

U/T 1087542 dated 7-19-85

11. For the purpose of providing regularly for the prompt payment of all taxes and assessments levied or assessed against the premises that will next become due and payable, and for the prompt payment of premiums on renewals of policies of fire and other hazard insurance now in force, the First Party will deposit with the Holder of the Note secured by this Trust Deed (hereinafter referred to as "Holder") on the dates installments of principal and interest are payable, an amount equal to such taxes, assessments and insurance premiums, less the amount already deposited therefor, divided by the number of months to elapse prior to the date when such taxes and assessments will become payable, and when existing policies of insurance expire. The monies thus deposited with the Holder are to be held without interest and are to be applied by the Holder to the payment of such taxes, assessments and insurance premiums as they become due and payable. If at any time the Holder deems the amount deposited insufficient to pay said taxes, assessments and insurance premiums, the First Party will deposit with the Holder any amount necessary to make up the deficiency; provided, however, that nothing in this paragraph contained, shall relieve the First Party from the performance of any of the other covenants and agreements contained relative to the payments of taxes and assessments and insurance premiums.

In case of default in the payment of any installments of principal or interest or in the performance of the covenants and agreements of the First Party herein contained, the Holder may apply any and all sums then on deposit, on account of the indebtedness secured by this Trust Deed.

It shall not be obligatory upon the Holder to inquire into the validity or accuracy of any such items before making payment of same, and nothing herein contained shall be construed as requiring the Holder to advance other monies for said purpose.

12. It is further covenanted and agreed that First Party shall deposit with the Holder insurance in form and content as approved by Holder which shall be carried in companies approved by the Holder, and the policies and renewals marked "paid" shall be delivered to the Holder at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard noncontributing mortgage clauses in favor of the Holder and entitling the Holder to collect any and all proceeds under such insurance, as well as standard waiver of subrogation endorsement and a provision requiring that the coverage evidenced thereby will not be terminated or materially modified without ten (10) days' prior written notice to the Holder, all to be in form and content acceptable to Holder.

13. In case of loss or damage by fire or other casualty, the Holder is authorized (a) to settle and adjust any claim under insurance policies which insure against such risks or (b) to allow First Party to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, the Holder is authorized to collect and receipt for any such money. Provided that the insurers do not deny liability as to the insureds, and as long as this Trust Deed is not in default such insurance proceeds, after deducting therefrom any expense incurred in the collection thereof, shall be made available by the Holder for the rebuilding or restoration of the buildings and improvements on the premises. In all other cases such insurance proceeds may, at the option of the Holder, either be applied in the reduction of the indebtedness secured hereby, whether due or not, or be held by the Holder and used to reimburse First Party for the cost of rebuilding or restoring of buildings or improvements on said premises. The buildings and improvements thereon shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and if such cost exceeds the insurance proceeds the receipt of such additional funds as necessary to cover such cost and with architect's certificates, waivers of lien, contractor's and sub-contractor's sworn statements and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety (90%) percent of the value of the work performed from time to time and at all times the undischursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the building and improvements can reasonably exceed the sum of Ten Thousand (\$10,000.00) Dollars then the Holder shall approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration shall, at the option of the Holder, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

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14. Any sale, conveyance or transfer of any right, title or interest in the premises specifically described in this Trust Deed to secure the payment hereof or any portion thereof, without the prior written approval of the holder or any sale, transfer or assignment of any part of the beneficial interest without the prior written approval of the holder or any

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RIDER ATTACHED TO TRUST DEED.

Chicago Title & Trust Company

DATED December 4, 1986

EXECUTED BY U/T 1087542 dated 7-19-85

conveyance, mortgage or encumbrance of the premises of any part thereof as security for any debt without the prior written approval of the holder or any assignment of all or any part of the beneficial interest of Trustee as security for any debt without the prior written approval of the holder, shall constitute a default hereunder on account of which the holder may declare the entire indebtedness evidenced by the Note to be immediately due and payable and foreclose this Trust Deed immediately or at any time such default occurs.

15. First Party hereby assigns, transfers and sets over unto the Holder the entire proceeds of any award or any claim for damages for any of the premises taken or damaged under the power of eminent domain or by condemnation. Provided that such premises requires rebuilding or restoration and so long as this Trust Deed is not in default, any award, after deducting therefrom any expenses in the collection thereof, shall be made available by the Holder for the rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Holder. In all other cases, the Holder may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available for restoration or rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Holder. In the event said proceeds are made available for rebuilding or restoration by the election of the Holder as aforesaid, the proceeds of the award shall be paid out in the same manner as provided in Paragraph 13 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of building or restoration shall, at the option of the Holder be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

16. The First Party hereby waives any and all right of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of each and every person, except decree or judgment creditors of the First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

17. First Party has been advised by its beneficiaries that the loan to be disbursed under the Note is an exempted transaction under the Truth in Lending Act, 15 U.S.C. § 1601 et seq., that the Note and this Trust Deed which is security therefore are to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Paragraph 6404 (4c) of Chapter 17 of the Illinois Revised Statutes.

18. It is further understood and agreed that the Holder reserves the right to approve and or install professional management of this property at any time this loan is forty-five (45) days in default of any payment.

19. That if any action or proceeding be commenced (except any action to foreclose this Trust Deed or to collect the debt secured hereby) to which action or proceeding the Trustee is or becomes a party or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the Trustee for the expense of any litigation (including reasonable attorneys' fees) to prosecute or defend the rights and lien created by this Trust Deed shall on notice and demand be paid by the First Party, together with the interest thereon at the rate provided in said Note, and shall be a lien on said Real Estate, prior to any right or title to, interest in or claim upon the Real Estate, subordinate to the lien of this Trust Deed, and shall be deemed to be secured by this Trust Deed and evidenced by the Note; that in any action or proceeding to foreclose this Trust Deed, or to recover the debt secured hereby, the provisions of law respecting the recovery of costs, disbursement and allowances shall prevail unaffected by this covenant.

20. First Party agrees to pay a late charge of 5 percent of each installment in default more than ten (10) days to cover Holder's additional expense of handling and collecting such delinquent installments. First Party agrees to pay reasonable attorneys' fees, costs and expenses incurred by Holder in collection and enforcement of the Note.

21. Notwithstanding any provisions in this Trust Deed to the contrary, if any one or more of the following events of default, which events are herein together referred to as "Events of Default", shall occur, all indebtedness of First Party arising hereunder or under the Note secured hereby or under any other document relating to this loan, including without limitation, the whole of the principal sum remaining unpaid under the Note, together with all accrued interest thereon, shall at the option of Holder become immediately due and payable, and may be recovered at once, by foreclosure or otherwise:

- (a) If default shall be made in timely making any payment provided for herein, in the Note or in any of the other documents relating to the loan; or

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Chicago Title & Trust Company

DATED December 4, 1986 EXECUTED BY U/T 1087542 dated 7-19-85

- (b) If default shall be made in the performance or observance of any other term, covenant, provisions, representation, warranty, agreement, condition or obligation provided for herein, in the Note or in any other document relating to this loan, or in any written statement or certificate made or furnished to the Holder, at any time, shall be incorrect or untrue or shall otherwise be misleading.

CHICAGO TITLE & TRUST COMPANY

As Trustee, Not Personally

BY:

Monica Sanders

ASST. VICE PRESIDENT

ATTEST:

Christa Smith

ASST. SECRETARY

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