

UNOFFICIAL COPY

TRUST DEED

1987 FEB -5 PM 12: 58

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J1910-018

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made DECEMBER 5 19 86, between Lake View Trust and Savings Bank, an Illinois Corporation, 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 JUNE 12, 1986 and known as trust number: 7068, herein referred to as "First Party," and LAKE VIEW TRUST AND SAVINGS BANK

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed and delivered an instalment note bearing even date herewith in the Principal Sum of TWO HUNDRED FIFTEEN THOUSAND AND NO/100THS - - - - - (\$215,000.00) - - - - - Dollars, made payable to BEARER

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 and interest on the balance of principal remaining from time to

time unpaid at an annual rate equal to the LAKE VIEW TRUST AND SAVINGS BANK PRIME COMMERCIAL INTEREST RATE, as established from time to time, plus ONE PER CENT (1%), in installments as follows:

Principal payments shall be payable in consecutive monthly installments of EIGHT HUNDRED NINETY FIVE AND 84/100THS (895.84) DOLLARS each plus accrued interest on the unpaid principal balance commencing on the FIFTEENTH (15TH) day of JANUARY, 1987 and continuing on the FIFTEENTH (15TH) day of each and every month thereafter, except that the final payment of all unpaid accrued interest and principal, if not sooner paid, shall be due on the FIFTEENTH (15TH) day of DECEMBER, 1991.

All such payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal. Any principal unless paid when due shall bear interest after maturity at the default rate of two Per Cent (2%) above the Note rate per annum. Said payments are to be made at such banking house or trust company as the legal holder of said Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Lake View Trust and Savings Bank, 3201 N. Ashland Avenue, Chicago, IL 60657.

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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 situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE ATTACHED EXHIBIT "A"

It is understood that in addition to the above mentioned monthly principal and interest payment, the Mortgagees agree to deposit in an escrow account one-twelfth (1/12th) of the estimated improved real estate tax bill or the last ascertainable improved tax bill monthly, from year to year on a "when issued and payable" basis. It is also understood that the trustee or the holder of the Note will pay no interest for any monies deposited in said escrow account.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF:

13.00

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 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 parly 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 (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are 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.

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.

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 monies 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

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NAME LAKE VIEW TRUST & SAVINGS BANK
STREET 3201 N. Ashland Ave.
CITY Chicago, IL 60657
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER 146

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

1421 N. Elston
Chicago, IL

THIS INSTRUMENT WAS PREPARED AND DATED BY:
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVENUE
CHICAGO, ILLINOIS 60657

Melanie Burgess

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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 mortgages, and any in and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or receive from any tax sale or forfeiture affect- and provision thereon, including attorney's fees and any other money 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 12 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% over the interest rate in effect from time to time.**

3. The Trustee, or the holders of the note, hereby, by power hereby authorized relating to taxes or assessments, may, in an according to any bill, statement or estimate procured from the appropriate public authority, inquire into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereon.

4. 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 a suit 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 applied in the following order of priority: first, all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; second, all other items which under the terms hereof constitute secured indebtedness; third, the note with interest thereon as herein provided; third, all principal and interest unpaid on the note; and fourth, any surplus to First Party, its successors or assigns, as their rights may appear.

5. 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 for such receiver, of the person 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. 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 times 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 appropriate 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 income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or (2) the degree of foreclosure, this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such degree provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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

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

8. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and 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 by this trust deed, which representation Trustee may accept as true without inquiry, the genuine note hereby secured by this trust deed, such successor trustee may accept as the genuine note hereby secured by this trust deed, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note hereby secured any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

9. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the holder of the deed of the county in which the premises are situated shall be Successor Trustee. Any Successor Trustee hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

10. The entire proceeds of the Note will be used for the purposes specified in Chapter 17, Section 6404, Paragraph 4, Illinois Revised Statutes (1981), and the indebtedness secured hereby constitutes a "business loan" which comes within the purview of said Chapter, Section and Paragraph.

11. The Mortgagor 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 of judgment creditors of the Mortgagor acquiring any interest in or title to the premises subsequent to the date of this trust deed.

12. THIS TRUST DEED is executed by the Lake View Trust and Savings Bank, 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 said Lake View Trust and Savings Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in any note contained shall be construed as creating any liability of the said First Party or on said Lake View Trust and Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness hereunder, or to perform any covenant express or implied herein contained, or any liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Lake View Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby 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 the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Lake View Trust and Savings Bank, 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 Trust Officer, the day and year first above written:

LAKE VIEW TRUST AND SAVINGS BANK As Trustee as aforesaid and not personally,

By [Signature] VICE-PRESIDENT  
Attest [Signature] ASSISTANT TRUST OFFICER

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss. I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Thomas H. Mc Guire  
Vice-President of the LAKE VIEW TRUST AND SAVINGS BANK, and  
James E. Polites, Jr.

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

Given under my hand and Notarial Seal this 23rd day of Dec, 1986

[Signature]  
Notary Public

**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 Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 4923  
LAKE VIEW TRUST & SAVINGS BANK  
Trust Officer

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## EXHIBIT A

PARCEL 1: ALL OF LOTS 7, 14, 15, 16 AND PARTS OF LOTS 6, 12, 13, AND THAT PART OF LOT 17 LYING NORTHERLY OF THE 16 FEET WIDE PUBLIC ALLEY DEDICATED ON DECEMBER 9, 1958 AS DOCUMENT NUMBER 17399192 AND ALSO PARTS OF VACATED ALLEY ALL IN BLOCK 29 IN ELSTON'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN IN A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT NORTHWEST CORNER OF SAID ALLEY; THENCE NORTHWESTERLY ON THE WESTERLY LINE OF SAID TRACT 230 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 189.48 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO EASTERLY LINE OF SAID TRACT 62.90 FEET TO SAID EASTERLY LINE; THENCE SOUTHWESTERLY ON SAID EASTERLY LINE 274.12 FEET TO NORTHEASTERLY CORNER OF SAID DEDICATED ALLEY IN COOK COUNTY, ILLINOIS

PARCEL 2: ALL OF 16 FOOT WIDE PUBLIC ALLEY DEDICATED ON DECEMBER 9, 1958 AS DOCUMENT NUMBER 17399192 IN PART OF LOT 17 IN BLOCK 29 IN ELSTON'S ADDITION TO CHICAGO IN EAST 1/2 OF NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

*All in DBO*  
P.L. # 1705 113 002/1705 113 005  
1421 N. Elston, Chicago, IL

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THIS RIDER IS ATTACHED TO AND IS BE A PART OF THAT CERTAIN TRUST DEED DATED 12/5/86 EXECUTED BY LAKE VIEW TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED 6/12/86 AND KNOWN AS TRUST #7068 FOR \$215,000.00.

In the event Mortgagor shall convey title to any person or persons other than the Mortgagor or shall suffer or permit Mortgagor's equity of redemption in the property described in this Mortgage to become vested in any person or persons other than Mortgagor (except when such vesting results from devise or operation of law upon death of any individual executing this Mortgage and the Note secured by this Mortgage), then in any such event the Mortgagee is hereby authorized and empowered at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Mortgagee of any mortgage payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagee of its right to require or enforce performance of this provision or to exercise the remedies hereunder. For the purpose of this provision, the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or governmental or political subdivision thereof, or any one or more or combination of the foregoing. Whenever the Mortgagee shall elect to declare all sums secured hereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgagor and to the Mortgagor's successors in title not less than thirty (30) days prior to the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successors in title as recorded upon the books of the Mortgagee, but if no such address be so recorded then to the address of the mortgaged property.

Where the term "Mortgagee" has been used in the above paragraph, it shall be construed to mean the Holder of the Note.

The word "Mortgage" shall mean "Trust Deed" when applicable.

The Beneficiary of the First Party shall not permit assignment, pledge or transfer of the beneficial interest or conveyance of the real estate in Trust #7068 without the prior written consent of the legal holder of the Note.

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