1997 FEEF 7 PROPAGE / C 87 PT 9 Y 7 4 7/

TRUST

87092747

J1910-018

133451/1087499 106 (8010

	the above space for recorded use only
said Bank in pursuance of a Trust Agreeme	under the provisions of a Doed or Deeds in trust duly recorded and delivered to
in the Principal Sum of One hundred a	TRUSTEE, witnesseth: entity herewith executed and delivered an instalment note bearing even date herewith a Inc (v-tour (housand and no/100
made payable to BEARER in and by which said Note the First Party pr and hereinafter specifically described, the sa time unpaid at the rate wk	comises to pay out of that portion of the trust estate subject to said Trust Agreement ind principal sum and interest on the balance of principal remaining from time to sent park accuracy in instalments are follows: as provided in the Note bearing even date herewith and which this
the first day February and note to be first applied to interest on principal of each instalment unless paid who principal and interest being made except a	CHANKERSE AND A CHANGE AND
*as provided in said Note and s	stated in the arrachment hereto,
NOW, THEMSFORE, First Porty to mean the pa and Hemistates of this trust deed, and also in conside these presents grant, remise, release, silen and convey heling in the COUNTY OF COOK	rient of the said principal sum of money and said interest in accordance with the terms, provisions to the sum of One Bollar in hand paid, the resemble the hereby asknowledged, does by the Trustee, its successors and assigns, the following described Real Estate situate, lying and AND STATE OF ILLINOIS, to wit:
which, with the property berninafter described, is refer-	el to become as the "premises."
TOGETHER with all improvements, tenements, cases and during all such times as First Party, its at	mments, fixtures, and appurtenances thereto belonging, and all rents, two and profits thereof for sections or assigns may be smitted thereto twhich are misded primarily and on a series with stide

th, with the property hersinalter described, is referred to herein as the 'premises,''
TOOSTHES with all improvements, tenements, examinate, and apparenances thereto belonging, and all rents, 'are and profits thereof for any and during all such timer as First Parly, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said is entitle and not secondarily), and all apparatus, supported to articles now or hereafter therein or thereon used to supply hear gas, air scheditionings, st. light, never, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting to foreigng), servers, st. lights, never, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting to foreigng), servers, down blacks, closers doors and wholever, floor to controlled the entitled of the controlled of the c

TO HAVE AND TO MOLD the premiers unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trustee set forths.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aferesaid shall be fully paid, and in case of the failure of First Party, its successore or assigns to. (1) premptly repair, restore or rebuild any buildings or improvements now or hereafter in the premiers which may become damaged or be destroyed, (2) heep unid premiers in good condition and repair, without waste, and free from mechanics or other liens or claims for Hern not expressed, substituting or improvements which may be secured by a lien or charge on the premiers superior to the lien hereof, and upon resumed. (3) pay when due any indebtedness which may be secured by a lien or charge on the premiers superior to the lien hereof, and upon resumed tables which may be in proceed of erection upon said premises of the roots; (1) complete within a reasonable times any buildings are not any line in proceed of erection upon said premises. (4) comply with all requirements of law or numbrical ordinances with appearance of the premises accept as required by law or municipal ordinances; the proceed of erection upon said premises all premises accept as required by law or municipal ordinances; the process of the process of the premises accept as required by law or municipal ordinance; the process of the process of the process of the premises accept and the process of the process of the premises accept and the process of the process of the premises accept and the desired ordinance; the process of the process of the note duplicate receipts the process of the proce

D Oak Trust and Savings Bank E STREET L (WTO) P. O. Box 11081 CITY ٧ L Chicago, Illinois 60611 E R OR STITUTIONS RECORDER'S OFFICE BOX NUMBER 333.

YH . 14 . 4

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

915-917 W. Belmout

Chicago, Illinois This instrument was prepared by 1000 N. Rush St., Chicago, 111.

beideer of the note, such rights to be evidenced by the standard surfage clause to be altached to cert purey, and to deliver all positions, and tendence additional and evidence in beideers of the note, and in case of insurance shout to spire, to deliver tron will pideous and tens than the comparison of the properties deliver strong pideous and tens than the comparison of the properties deliver strong pideous and tens than the comparison of the properties of properties, the properties of the pr

we sum right a revenue wearase or not actually commenced; et. (c) preparations for the defense of any threstend suit or proceeding which affect the premiers or the security hereof, whether or not artually commenced.

5. The proceeds of any feer-lessive sale of the premiers shall be distributed and applied in the following order of priority: First, on assumit of all sales and expenses incident to the following proceedings, including all such items as six mentioned in the prevening paragraph hereof, second, all sales are such that the terms hereof constitute served inductedness additional to that evidenced by the note, with intervet thereon as herein provided; third, sprindipal and interest remaining unpaid on the note, fourth, any overplus to First Party, its successors or assigns, as their rights may appear.

6. Upon, or at any day after the fluing of a bit to forestone this trust lead, the court in which such hill is filled may appoint a receiver of said premium.

8. Back appearance—was be made asther before or after sale, without netter, without regard to the sulvency or insolvency at the time of application or such conserver, of the pursue of personal trust lead, the court in which such hill is filled may appoint a receiver of said premium of the proceeding of the pursue of personal profits, and without regard to the time of application of such forestoners are should regard to the court in not and the Trustee hereunder may be appaired as such receiver. Such re
1 approximate the full resulting of a such premium of such forestoners and profits of said premium of such forestoners and profits of said premium of such descriptions of such forestoners and profits and and said such receiver. Such re
1 approximate or assigns, except for the intervention of such receiver, while he redemption or not, as well as during any further times whin First Farty, in assessment or assigns, except for the result of the processor, personal assessment or other firm when the processor of such decree revealed such application is m

It purpose.

8. Tristee has no duty to examine to title, location, existence or condition of the premiers, nor shall Trustee be shimted to record this trust dead to assettee any power layers given unless except to case of the service any power layers given unless expected by the terms hereof, nor be liable for any acts or omissions hereunder, except to case of own group negligence or missional tire of the service or employees of Trustine, and it may require indemnities satisfactory to it before exercising researchers.

any power heren gives.

B. Trustee shall release this trust deed and on line (hereof by proper instrument upon presentation of natisfactory evidence that all indebtedness surveit by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to end at the request of any person who shall, either before or after maturity thereof, produce and oxiniti in Trustee the note representing that all indebtedness hereby secured has been paid which representations Trustee may acrept as true without inquiry. Where a release is requested of a successor trustee, may accept as the greateness with the description herein continued of the note and which purports to be executed by a given and which before the release is requested of the original trustee and it has a recent early which been required as the genuine note herein described any new which heavy needs as the genuine note herein described any new which heavy be presented and which purports to be executed in materials.

16. Trustee and which purports to be executed on behalf of the interment in materials with the description herein contained of the note and which purports to be executed on behalf of the result of the present of the pres

No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

See Attachment hereto for paragraphs 12, 13, 14 and 15.

*equivalent to the prematurity rate set forth in the Note secured by this Trust Deed.

THIS TRUST DEED is executed by the Labe View Trust and Savings Bank, not personally but as "courte an approach in the exercise of the pover-and authority conferred upon and vested in it as such Trustee (and said Take View Trust and Savings Bank Jarely warrants that it peasesses full power and bathority to execute this instrument), and it is expressly understood and agreed that stothing herein or in said here contained shall be remarked as creating any lithility on the said First Party or on said Jake View Trust and Savings Bank personally to pay the said into or any interest said may herein expressing any indebtedness accrusing hereinshed, or to perform any covenant either express or implied borron contained. It has been any heing expressly waived by Trustee and by every person how or hereafter claiming any right or security hereinsher, and that on far as the bird Party and its successors and said laber View Trust and Savings Bank personally are concerned, the legal holder or heldern of said note and the owner or owner of any indebtedness accreting hereunder shall look saidy to the personal liability of the guarantor, if any indebtedness accreting by remarked or by action to enforce the personal liability of the guarantor, if any Indebted each provided or by action to enforce the personal liability of the guarantor, if any Indebted or the private and Savings Bank, not personally but as Trustee as aforesaid, has caused these previded results.

IN WITNESS WHEREOF, Lake View Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused the septents to be herounted afterted by its Assistant Trust Officer, the day and year for the personal view.

LAKE VIEW TRUST AND SAVINGS BANK As Trustee as aforcasid and not personally, VICE-PRESIDENT MOISTANT TRUST OFFICER for said County, in the State aforesaid, DO HEREBY CERTIFY that

STATE OF ILLINOIS

I, a Notary Public in and Chlod Arlan

AL VIEW TRUST AND SAVINGS HANK, AND

James E. Polites, Jr.

method Trust Officer of said liank, who sha primarily known is no in he the sense necessary whose minima nee subscribed to the spoint instrument an auch Vice-President, and discussed the first term of the first property of the first property of the said property of the said instrument as their own free and evolutions at the free and evolutions of call Bank, as Tracke as aforesaid, for the uses and purposes therein set first and the said factions Trust officer as custodian of the rupps of the said sections. The trust officer is custodian of the rupps in said and Bank did fits the consects test of the trust officer as and said sections of the rupps in said said Bank and the and instrument as and said sections.

Telliman Given under my hand and Natural Scott his

IMPORTANT

POR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified

herroith under Identification No.

CHICAGO TITLE & TRUST

UNOFFICIAL COPY

ATTACHMENT TO TRUST DEED MADE January 9, 1987 BETWEEN Lake View Trust and Savings Bank, an 111 inols Corporation, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED December 31, 1986 AND KNOWN AS TRUST NUMBER 7231 THEREIN REFERRED TO AS "FIRST PARTY," AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

** (Continuation of agreements of First Party from paragraph 3 of the covenants, conditions and provisions, (events which may cause all unpaid indebtedness secured by this Trust Deed to become at once due and payable.))

or (c) immediately upon the dissolution or death of any maker and/or guarantor of the Notes or (d) as the terms and conditions under which the loan evidenced by the Nor. Jecured by this Trust Deed are predicated on the continued ownership of the undersigned and the continued holding of interests of the guarantors of the Note either in the real estate subject to this Trust Deed and/or, in the beneficial integest in the land trust holding title to the real estate, and as that continued ownership or holding of interest has been an integral part of the negotiations of the terms and conditions, (i) immediately in the event the undersigned's interest in the real estate, or any part thereof, or any of the incidents of ownership thereto, are sold, transferred, conveyed, or agreed and/or contracted to be sold, transferred or conveyed, whether outright or by instalment or contract sale, or (ii) immediately in the event any or all guarantors of the Note shall sell, assign, transfer or convey any portion or all of the beneficial interest in the land trust holding title to the real estate which is the subject of the Trust Deed, or shall, in any manner, sell, assign, transfer, or convey any portion or all of the power of inection over the land trust or any interest in the land trust whatsoever, (with the exception that with the written consent of the holder or holders of the Note, which consent shall not be unreasonably withheld, the collateral assignment of benefic al interest will not accelerate the contracted maturity of the indebtedness.)

(Additional agreements of First Party continued from Trust Deed.)

- 12. The principal of each of said instalments and of the final payment unless paid when due shall bear interest after maturity at the same rate as the prematurity rate stated in the Note. Interest at the prematurity rate as specified in the Note is to be charged monthly on all past due interest that is earned and unpaid and said past due interest and additional interest are to be added on the last day of each month to the unpaid principal balance of the Note that this Trust Deed secures. The undersigned shall pay to the holder or haders of the Note a late charge in an amount equal to two percent (2%) multiplied by the entire amount of any instalment (including principal and interest) not received by the holder or holders of the Note within ten (10) days after the due date of that Instalment.
- Taxes, assessments, insurance premiums, and other annual charges upon the real estate are to be paid monthly to the holder of the Note this Trunched secures as provided in said Note.
- 14. First Party covenants and agrees that this Trust Deed and the Note secured thereby 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 Chapter 17 of the Illinois Revised Statutes.
- 15. First Party hereby waives any and all rights 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 First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

UNOFFICIAL COPY

87092747

NIOCE I LYING WEST OF GREEN MAY ROAD IN CANAL THUSTER'S SAVENTISION OF
EAST 1/2 OF SECTION 29, TOWNSHIP 40 WICH, LAWE 14, TAKE 16, THE THIRD
PRINCIPAL HENDIAN, IN COCK COUNTY, ILLINOIS WHICH SAVEY IS ATTACHED
AS EXHIBIT "B" TO THE PECLARATION OF CONDOMINION NEEDED AS DOCUMENT
NO. 85218778 TOGETHER WITH ITS UNDIVIDED PERSONSE DIRECTOR IN THE
COMMON ELEMENTS.

MANTGAGOR ALSO REREDT GRANTS TO THE HUNGLAGE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASTERN'S APPLICATION TO THE ABOVE HESCRIBED REAL ESTATE, THE RIGHTS AND LASEMENTS FOR THE REMETIT OF SAID PROPERTY SET FORM IN THE LECTARATION OF COMMUNICAL ASSIGNMENTS.

THIS HORTGAGE IS SOLVE IN ALL RIGHTS, EASEMENTS, COMPITIONS, RESTRICTIONS OF MESERVATIONS CONTAINED IN SAID DECLARATION THE FALS, AS INDICAN THE PROVISIONS OF SAID DECLARATION WERE RECITED AN MINUSATED AT LENGTH HEREIN.

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Permancu: Index Mumber: 14-29-204-007-0000 Vol 488, Undivided

Address: Units C-915, C-917, C-Rear, R-915 and R-917 915-925 W. Belmont, Chicago, Illinois MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS HORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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CONDUCTIVITY AS DELINEATED ON A SURVEY OF THE POLICITING DESCRIPTO REAL

MTT 6-915, 6-917, 6-MEAR, 11-915 AND 11-917 IN 915-25 W. MEDISHT

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SCHOLVISION OF THE NEST 749.37 FEET OF THAT PART OF THE MATTER 17.2 OF