

UNOFFICIAL COPY

718471 TRUST DEED

87277769

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 2, 1987, between Capitol Bank and Trust of Chicago, Chicago, Illinois, an Illinois Banking 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 May 1, 1987 and known as trust number 1315, herein referred to as "First Party," and

CHICAGO TITLE AND TRUST

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of One Hundred Seventy Five Thousand and 00/100-----(\$175,000.00)

made payable to BEARER

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 and interest from

date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.50 per cent per annum in instalments as follows: One Thousand Seven Hundred Forty Seven and 17/100-----(\$1,747.17)

Dollars on the 1st day of June 1987 and One Thousand Seven Hundred Forty Seven and 17/100-----(\$1,747.17)

Dollars on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of May, 1992.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 13 1/2 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, 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 CAPITOL BANK AND TRUST, 4801 W. Fullerton Ave., Chicago, Illinois 60639

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:

Lot 8 (except the South 3 feet) in Block 4 in Oak Park Avenue Subdivision being a subdivision of all of Lots 2 and 3 and that part of Lot 1 lying West of Oak Park Avenue in Partition by Circuit Court of Cook County, Illinois, of the East 1/2 of Lot 2 in Subdivision of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian, (except the West 1/2 of the Southwest 1/4 of said Section 18), in Cook County, Illinois.

PIN #16-18-135-018 DG09m

-87-277769

DEPT-015 13.25  
#0003 TRAN 5906 05/22/87 18:01:00  
#468 C #87-277769  
COOK COUNTY RECORDS

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 thereon 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 parity with said real estate and not secondarily), and all apparatus, equipment, or articles now or hereafter therein or thereon used in supply of 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 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.

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 notes; (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

THIS DOCUMENT WAS PREPARED BY: MARGE CAMPANELLA, 4801 W. Fullerton Ave., Chicago, Illinois 60639

NAME: CAPITOL BANK AND TRUST  
STREET: 4801 W. Fullerton Ave.  
Chicago, Illinois 60639  
CITY: L Attention: Marge Campanella  
INSTRUCTIONS

829-31 S. Oak Park Ave.  
Oak Park, Illinois



13.25

46136288 2073

Exempt under provisions of Real Estate Transfer Act  
Date 5-1-87

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UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LEND... IDENTIFIED BY THE... TRUST DEED IS FILED FOR RECORD

IMPORTANT... The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 218471

STATE OF ILLINOIS... COUNTY OF COOK... Barbara A. Janikowski... Robert O. Jones... Sharon K. Crowley

CAPITOL BANK AND TRUST OF CHICAGO, CHICAGO, ILLINOIS, As Trustee as aforesaid and not jointly, Attest: Sharon K. Crowley, Assistant Trust Officer

THIS TRUST DEED is executed by the Capitol Bank and Trust of Chicago, 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 Capitol Bank and Trust of Chicago, hereby warrants that it possesses full power and authority to execute the instrument, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as

11. Rider Attached.

and any Trustee or successor shall be entitled to reasonable compensation in all acts performed hereunder... 1. The Trustee has no duty to examine the title... 2. The Trustee shall be obligated to record this trust deed... 3. The Trustee shall be obligated to inspect the premises... 4. The Trustee shall be obligated to collect and receive... 5. The Trustee shall be obligated to pay... 6. The Trustee shall be obligated to insure... 7. The Trustee shall be obligated to defend... 8. The Trustee shall be obligated to execute... 9. The Trustee shall be obligated to assign... 10. The Trustee shall be obligated to execute... 11. The Trustee shall be obligated to execute... 12. The Trustee shall be obligated to execute... 13. The Trustee shall be obligated to execute... 14. The Trustee shall be obligated to execute... 15. The Trustee shall be obligated to execute... 16. The Trustee shall be obligated to execute... 17. The Trustee shall be obligated to execute... 18. The Trustee shall be obligated to execute... 19. The Trustee shall be obligated to execute... 20. The Trustee shall be obligated to execute...

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Trustee does hereby waive, to the extent permitted by applicable Illinois statute, 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 the Trustee, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

The undersigned agrees to pay to the Holder of this Note on each monthly payment date, an additional amount equal to one-twelfth (1/12) of the annual taxes and assessments levied against the mortgaged premises, all as estimated by the Holder of the Note. As taxes and assessments become due, the Holder of the Note is authorized to use such monies for the purpose of paying such taxes or assessments, and in the event such monies are insufficient for such purpose, the undersigned agrees to the pay to the holder of the Note the difference forthwith.

In the event of default in any of the provisions contained in this Trust Deed, the Mortgagee, at its option, without being required to so do, may apply any tax deposits on hand on any of the indebtedness hereby secured, in such order and manner as the Mortgagee may elect.

It is covenanted and agreed between the Trustee and the Holder of the Note that the Trustee will not contract for, nor make any additional mortgage or encumbrance on the above described property, nor assign the beneficial interest of said Trust for collateral purposes or for any purpose whatsoever, without the prior written consent of the Holder of the Note. In the event any additional mortgage, encumbrance, or assignment of the beneficial interest is incurred without the prior written consent of the Holder of the Note, at the option of the Holder of the Note, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become immediately due and payable.

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Any sale, agreement for deed, transfer or conveyance of the within described premises, or sale, assignment or pledge of the beneficial interest of the subject Trust, subsequent to the date of this instrument, shall at the option of the Holder thereof, cause the remaining unpaid balance due on this instrument or the Note which it secured, to become immediately due and payable.

In case of loss or damage by fire or other casualty, Holder of the Note is authorized to collect and receipt for any said insurance money. Such insurance proceeds may, at the option of the Holder of the Note, be applied in the reduction of the indebtedness secured hereby, or be held by the holder of the Note and used to reimburse First Party for the cost of rebuilding or restoration of building or improvements on said premises. In such event, the proceeds shall be made available in the manner and under the conditions as the Holder of the Note may require. Any surplus which may remain out of said insurance proceeds after payment of such cost of rebuilding or restoration shall, at the option of the holder of the Note, be applied on account of the indebtedness secured hereby.

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First Party, at its own cost and expense, will (i) at all times, promptly and faithfully abide by, discharge and perform all the covenants, conditions and agreements contained in all leases of the premises; (ii) enforce or secure the performance of all the covenants and conditions on the part of the Lessees to be kept and performed; (iii) furnish Holder of the Note within ten (10) days after request, a written statement containing the names of all Lessees, terms of all leases of the premises, and the rentals payable thereunder.

The Holder of the Note shall have the option to declare this Trust Deed in default because of a default of Landlord in any leases of the premises.

CAPITOL BANK AND TRUST NOT PERSONALLY  
BUT SOLELY AS TRUSTEE UNDER TRUST NO.  
1315.

ATTEST: Sharon K. Crowley  
ASSISTANT TRUST OFFICER

BY: Robert J. Jones  
ASSISTANT TRUST OFFICER

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The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

The undersigned further certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

In the event of any change of the provisions contained in this instrument, the provisions of this instrument shall remain in full force and effect.

It is the intention of the undersigned that the provisions of this instrument shall remain in full force and effect until the expiration of the term therein expressed.

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The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

In the event of any change of the provisions contained in this instrument, the provisions of this instrument shall remain in full force and effect.

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The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

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COOK COUNTY CLERK'S OFFICE  
JANUARY 1, 1900

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JANUARY 1, 1900