## UNOFFICIAL GOPYO

## TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 6. 19 88, between American National Bank and Trust Company of Chicago, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated August 3, 1988 and known as trust number 106151-02, herein referred to as "First Party," and Chicago Title and Trust Company 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

made payable to KEXXXXXXXX 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 Truet Agreement and hereinafter specifically described, the said principal sum in instalments as follows: Two Thousand Two Hundred Eighty-Seven and 06/100 \*\*\*\*\*\*\*\*\*\* DOLLARS

on the

acy of November

1988 , and

KKXXXXX

XXXXXX

MXX66 (Ze XX69D

monthly

thereafter, xxxxxxixxixxixxixxixx

XXXXXXXXXX

XXXXXX with a final payment of the balance due on the 6th

September day of

19 93, with interest

on the principal balance

from time to time unpaid at the rate of Prime+12%Floating\*see reversed side\* of disbursement reversed each of said principal bearing interest after maturity at the rate of nonexxity 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 ir.e to time, in writing appoint, and in absence of such appointment, then at the office of North Community Barin, 3639 North Broadway in said City,

NOW, THEREFORE, First Party to secure the payment of the said in 'pal 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 D e Dollar in hand paid, the receipt whereof is hereby acknowledged, dues by these presents grant, remise, release, allen and convey unto the Truste. Its successors and assigns, the following described Real Estate situate, lying and Cook AND STATE (F ILLINOIS, to wit: being in the COUNTY OF

LOTS 20, 21 AND 22 IN BLOCK 60 IN W. F. KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE, A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 1 AND OF SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF WESTERLY LINE OF RIGHT OF WAY OF NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO, IN COOK COUNTY, ILLINOIS.

PIN: 13-02-431-029;

13-02-431-027 and 13-02-431-028

THE PROVISIONS OF WHICH NOTE HICLUDING THE DUE ON SALE CLAUSE AFE HEREBY INCORPORATED HEREIN AND MADE PART OF BY REFERENCE

The trustee 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 trus'ee acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

which, with the properly hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, casements, 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 parity with said real estate and not secondarily), and all apparatus, requipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, which was a state and not secondarily), and entitled the considered as constituting part of the real estate. All of the foregoing are declared to be a part of asid 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: (11 promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or he destruyed; (22 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 requise exhibit to the premises 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 profite superior to the lien hereof, and upon requise exhibit to the lien

NAME E STREET CITY E

NORTH COMMUNITY BANK 3639 N. BROADWAY

CHICAGO, ILLINOIS 60613

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER 333 - CC

OO 3318-3320 West Bryn Mawr Avenue

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

Chicago, Illinois 60659

THIS DOCUMENT PREPARED BY NORTH COMMUNITY BANK, 3639 N. BROADWAY, CHICAGO, ILL. Goranie M. Therefree my

M-3256

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holders of the note, such rights to be evidented by the rands we meeting clause of entired to each power; and to deliver all policies, including additional and renewal policies, to holders of the means it case of issuance but to expire, o diller mewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the molders of the mote may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deremed 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 blen or other prior lies or title or claim thereof, or redeem from any tax sale or forfeiture affecting and 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 (res, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaaged premises and the lies hereof, plus reasonable compunisation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebteness accured 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 inders of the note shall never be considered as a walver of any right accounts to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby severed making any newment hereby authorized relating to them on account of any of the provisions of the provisions of the note hereby accounts.

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 catinate or into the validity of any tax, assessment, asle, 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 dail, notwithstanding snything 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 instalment of principal or interest on the note, or (b) in the event of the fallure of First Party or its successors or assigns, all unpaid indebtedness accured by this trust do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, asid 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, appairace's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decrete) of procuring all such ashracia of title, title searches and examinations, guarantee so it is respect to title as Truste

5. The proceeds of any foreclosure sais of the premises shall be distributed and applied in the following order of priority: First, on account at and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; secont error incident to the terms hereof constitute accurred indebtedness additional to that evidenced by the note, with interest thereon as hereined; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as the may appear.

this may appear.

8. 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 appear a receiver of said premsus. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application such receiver, of the principle of the payment of the indebtedness secured hereby, and without regard to the ten value of premises or whether the ame shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such rever shall have power to coll of the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a ciciency, during the full s'atulory puriod of redemption, whether there be redemption or not, as well as during sny further times when First Party, successors or assigns, exert. In the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers the may be necessary or are uses in such cases for the protection, possession, control, management and operation of the premises during the whole said period. The court from the control of the procession of the procession of the premises during the whole said period. The court from the decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior the lien hereof or of such decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior the lien hereof or of such decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior the lien hereof or of such decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior the lien hereof or of such decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior the lien hereof or of such decree foreclosing this

7. Trustee or the holders of the inc shall have the right to inspect the premises at all reasonable times and access thereto shall he permitted for that purpose.

B. Trustee has no duty to examine that it is is a consistency of the premises of the premises are shall trustee he 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 hat of the agents or employees of Trustee, and it may require indemnilies satisfactory to it before exercising any power herein given.

9. 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 aid about the trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without in duly. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine nots herein described any note which be no a certificate on purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contains a of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has ne'er excuted a certificate on any instrument identifying same as the note described any no e 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.

10. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the county in which the premises are situated shall be successor in Trust. Any Successor in Trust he can be

The Bank at any time and from time to time may change the rate of interest applicable to this Note by mailing to the undersigned, at the address last appearing on the records of the Bank, written notice of such change and the effective date thereof; such superseding rate of interest shall be and become effective, and interest at such rate shall begin to accrue on the unpaid principal balance hereof, as of and on the effective date specified in such notice, unless, in the case of an increase in the interest rate, the undersigned within ten (10) days after such effective date, notifier the Bank in writing that such increase is not accepted and pays in full within said ter. (10) day period, the unpaid principal of and accrued interest on this Note.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not person it but as Trustee as aformaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and as wed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any cive unant either express or implied herein contained, all such disability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or assurity hereunder, and that so fer as the First Party and its successors and said American National Bank and Trust Company of Chicago personal the hereof, the head or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the pressure hereby conversed 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 inforc: the personal liability of the guarantor, if any,

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as along at has caused these preto be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be kercunto affixed and attack to its Assistant Secret the day and year first above written. American National Bank & Trust Corpany of Chicago

WILL TAKE COSTORAL

as Trustee, as aforesald, and not ourson ilv. Attest

BAKEA VICE PRESIDENT

ABSISTANT SECRETARY

STATE OF ILLINOIS, COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforeasid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, 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 forth; and the said Assistant Secretary act of said National Banking Association, as Trustee, for the uses and purposes therein on forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seel of said National Banking Association, caused the corporate seel of said National Banking Association to be affixed to said instrument as said Assistant Secretary. Secretary. Secretary.

Given under my hand und Notarial Seal My Commission of February Reprosentativo esta e totalente en la contra persona la contra

√ 1986

Notary Public

## IMPORTANT

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

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