



1988 SEP 26 PM 12:09 88439472

THE ABOVE SPACE FOR RECORDER'S USE ONLY

SEP 22 88 / 1-85-737-DF ①

88439472

THIS INDENTURE, made September 9 19 88, between Heritage Standard Bank & Trust Company, not personally, but as Trustee U/T/A dated June 23, 1986 and known as Trust No. 10459 a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of (\$188,000.00)

One Hundred Eighty Eight Thousand and 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid in accordance with the rates of interest and other terms and conditions as set forth in the note secured hereby

Dollars on the day of each month 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 October, 2008 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 Note 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 The South Shore Bank of Chicago in said City.

NOW, THEREFORE, the Mortgagor 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS,

to wit: Parcel 1: Lots 17 and 18 in Block 1 in the Subdivision of Lot 1 in Circuit Court Partition of the South 1/2 of the South West 1/4 of the North East 1/4 and the South 1/2 of the South East 1/4 of the North West 1/4 of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 11: The alley between Lots 12 through 16 and Lots 17 through 21 in Block 1 in the Subdivision of Lot 1 in Circuit Court Partition of the South 1/2 of the South West 1/4 of the North East 1/4 and the South 1/2 of the South East 1/4 of the North West 1/4 of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian (except the South 1/2 of said parcel lying North and adjoining the North lines or Lots 12, 13 and 14) in Cook County, Illinois

which, with the property hereinafter described, is referred to herein as the "premises." P. I. N. # 21-31-228-015 & 016, 027, 029 TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto, including, and all rents, issues and profits thereof for so long and during all such times as Mortgagor 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 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 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 the mortgagor 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.

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 and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by it, Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

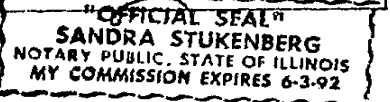
CORPORATE SEAL Standard Bank and Trust Company as Trustee under Trust No. 10459 14 00
EXCULPATORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF.
BY: Dennis Radek Assistant Vice President
ATTEST: Linda M. Sobiski Assistant Secretary

STATE OF ILLINOIS, } SS. I, the undersigned
County of } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Dennis Radek Assistant Vice President of the Standard Bank & Trust Company
and Linda M. Sobiski Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company, 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 Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of September, 19 88.
Sandra Stukenberg NOTARY PUBLIC

Notarial Seal



PLACE IN RECORDER'S OFFICE (BOOK NUMBER)

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Chicago, Illinois 60649
7054 S. Jeffery Blvd.
South Shore Bank

BOX 393 - GG

MAIL TO:

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST
DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST
COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR
RECORD.

By: *[Signature]*
CHICAGO TITLE AND TRUST COMPANY, Trustee
Assistant Secretary
Assistant Vice President
Identification No. 723829

1. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or ordinance.

2. Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured under policies providing for payment by the insurer of amounts of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the provisions of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereunder, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagee in any form and manner deemed 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 lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment, and any other money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advanced by Trustee or the holders of the note to protect the mortgagee's interest in the premises and to cause the same to be sold or otherwise disposed of in accordance with the provisions of the note. All expenses incurred in connection with the foregoing shall be paid by Trustee or the holders of the note to protect the mortgagee's interest in the premises and to cause the same to be sold or otherwise disposed of in accordance with the provisions of the note.

5. 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 authority without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note; or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

7. 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 an 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, appraisers' 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 decree) or for recovering all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the note or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises, All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post mortally rate set forth in the note securing this trust deed, if any, otherwise the true and immediately due and payable interest thereon at the rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, or as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (d) or (e) preparations for the commencement of an suit for the foreclosure hereof or such right to foreclose whether or not actually commenced; or (f) or (g) or (h) or (i) or (j) or (k) or (l) or (m) or (n) or (o) or (p) or (q) or (r) or (s) or (t) or (u) or (v) or (w) or (x) or (y) or (z) or (aa) or (ab) or (ac) or (ad) or (ae) or (af) or (ag) or (ah) or (ai) or (aj) or (ak) or (al) or (am) or (an) or (ao) or (ap) or (aq) or (ar) or (as) or (at) or (au) or (av) or (aw) or (ax) or (ay) or (az) or (ba) or (bb) or (bc) or (bd) or (be) or (bf) or (bg) or (bh) or (bi) or (bj) or (bk) or (bl) or (bm) or (bn) or (bo) or (bp) or (bq) or (br) or (bs) or (bt) or (bu) or (bv) or (bw) or (bx) or (by) or (bz) or (ca) or (cb) or (cc) or (cd) or (ce) or (cf) or (cg) or (ch) or (ci) or (cj) or (ck) or (cl) or (cm) or (cn) or (co) or (cp) or (cq) or (cr) or (cs) or (ct) or (cu) or (cv) or (cw) or (cx) or (cy) or (cz) or (da) or (db) or (dc) or (dd) or (de) or (df) or (dg) or (dh) or (di) or (dj) or (dk) or (dl) or (dm) or (dn) or (do) or (dp) or (dq) or (dr) or (ds) or (dt) or (du) 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or (sg) or (sh) or (si) or (sj) or (sk) or (sl) or (sm) or (sn) or (so) or (sp) or (sq) or (sr) or (ss) or (st) or (su) or (sv) or (sw) or (sx) or (sy) or (sz) or (ta) or (tb) or (tc) or (td) or (te) or (tf) or (tg) or (th) or (ti) or (tj) or (tk) or (tl) or (tm) or (tn) or (to) or (tp) or (tq) or (tr) or (ts) or (tt) or (tu) or (tv) or (tw) or (tx) or (ty) or (tz) or (ua) or (ub) or (uc) or (ud) or (ue) or (uf) or (ug) or (uh) or (ui) or (uj) or (uk) or (ul) or (um) or (un) or (uo) or (up) or (uq) or (ur) or (us) or (ut) or (uu) or (uv) or (uw) or (ux) or (uy) or (uz) or (va) or (vb) or (vc) or (vd) or (ve) or (vf) or (vg) or (vh) or (vi) or (vj) or (vk) or (vl) or (vm) or (vn) or (vo) or (vp) or (vq) or (vr) or (vs) or (vt) or (vu) or (vv) or (vw) or (vx) or (vy) or (vz) or (wa) or (wb) or (wc) or (wd) or (we) or (wf) or (wg) or (wh) or (wi) or (wj) or (wk) or (wl) or (wm) or (wn) or (wo) or (wp) or (wq) or (wr) or (ws) or (wt) or (wu) or (wv) or (ww) or (wx) or (wy) or (wz) or (xa) or (xb) or (xc) or (xd) or (xe) or (xf) or (xg) or (xh) or (xi) or (xj) or (xk) or (xl) or (xm) or (xn) or (xo) or (xp) or (xq) or (xr) or (xs) or (xt) or (xu) or (xv) or (xw) or (xx) or (xy) or (xz) or (ya) or (yb) or (yc) or (yd) or (ye) or (yf) or (yg) or (yh) or (yi) or (yj) or (yk) or (yl) or (ym) or (yn) or (yo) or (yp) or (yq) or (yr) or (ys) or (yt) or (yu) or (yv) or (yw) or (yx) or (yy) or (yz) or (za) or (zb) or (zc) or (zd) or (ze) or (zf) or (zg) or (zh) or (zi) or (zj) or (zk) or (zl) or (zm) or (zn) or (zo) or (zp) or (zq) or (zr) or (zs) or (zt) or (zu) or (zv) or (zw) or (zx) or (zy) or (zz)

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UNOFFICIAL COPY

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Property of Cook County Clerk's Office

10/10/2011

10/10/2011

18. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Trust Deed and the Note.

19. All of the terms and provisions of the certain loan commitment, (as stated in the offer of The South Shore Bank of Chicago, dated September 2, 1988 addressed to and accepted by John J. & Maria Kalabich as are not herein above otherwise set forth and as are relevant and germane hereto and the loan evidenced by the within and foregoing Trust Deed and this rider thereto, are hereby incorporated herein and made a part hereof as though fully set forth and recited herein.

20. Additional Payments due hereunder: In addition to monthly payments of principal and interest there shall be due and payable hereunder, and paid, monthly deposits of funds equal to one-twelfth (1/12) of the last ascertainable bills for general taxes during each year the said Note shall be unpaid, such funds so paid shall be held by the Holder of said Note and used by said Holder to pay general taxes from time to time levied and due upon the real estate and improvements thereon given as security under said Note. No interest shall accrue in favor of or be or become due the maker hereof, or any of its beneficiaries upon any funds so deposited.

21. The proceeds of the loan secured by this mortgage will be used for the purpose specified in Paragraph 4(c) of Chapter 74 of the 1975 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within purview of said paragraph.

22. The mortgagor 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 judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

THIS MORTGAGE is executed by Standard Bank and Trust Company, not individually, but as trustee under its Trust Number 10459, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Standard Bank and Trust Company 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 said Note contained shall be construed as creating any liability on Standard Bank and Trust Company, individually, to pay the said principal note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by the holder hereof, its successors and assigns, and by every person now or hereafter claiming any right or security hereunder, and that so far as Standard Bank and Trust Company, individually, its successors and assigns, are concerned, the legal holder or holders of said principal note and any persons to whom any indebtedness may be due hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien created, in the manner herein and in said principal note provided; provided, however this waiver shall in no way affect the personal liability of any co-makers, co-signers or endorsers.

Office

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