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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 1, 19 88, between NEAR NORTHWEST LIMITED PARTNERSHIP

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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

TWO HUNDRED NINETY THREE THOUSAND AND NO/100'S

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 1, 1988 on the balance of principal remaining from time to time unpaid at the rate of 10 3/4% per cent per annum in instalments (including principal and interest) as follows:

TWO THOUSAND EIGHT HUNDRED EIGHTEEN AND 96/100'S Dollars or more on the 1st day of December 19 88, and TWO THOUSAND EIGHT HUNDRED EIGHTEEN AND 96/100'S Dollars or more on the 1st day of each of every 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 November, 1993* 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 10 3/4% 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 NATIONAL SECURITY BANK OF CHICAGO in said City,

NOW, THEREFORE, the Mortgagors 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE THE ATTACHED LEGAL DESCRIPTIONS

PARCEL 1:

Lot 32 in Block 4 in Mc Reynolds' Subdivision of part of the East 1/2 of the North East 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

PARCEL 2:

Lot 17 in Block 2 in Mc Cagg's Subdivision of Block 19 in the Canal Trustees' Subdivision of the West part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

PARCEL 3:

Lot 12 in Hardine Subdivision of Block 12 in Johnstons Subdivision of the East 1/2 Southeast 1/4 Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

PERMANENT INDEX NO's: 17-06-206-007, 17-05-309-042 + 17-06-47-024

PROPERTY ADDRESSES: 1503 N. Paulina, Chicago, Il. 60622, 1441 W. Cortez, Chicago, Il. 60622 and 1041 N. Hermitage, Chicago, Il. 60622

726147

Thomas J. Moss [SEAL] Catherine I. Moss [SEAL] G. James Moss [SEAL]

STATE OF ILLINOIS, I, Kim Stawiariski, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas J. Moss, Catherine I. Moss and G. James Moss

who are personally known to me to be the same person as whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of October 19 88.

Kim Stawiariski Notary Public

OFFICIAL SEAL

Kim Stawiariski Notary Public, State of Illinois My Commission Expires 11-23-91

This instrument was prepared by National Security Bank of Chicago, I



PLACE IN RECORDED OFFICE BOX NUMBER

UNOFFICIAL COPY

Chicago, Illinois 60622

1503 N Paulina
Chicago, Illinois
Hermitage
Trust Co

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

CHICAGO TITLE AND TRUST COMPANY
Trustee

Identification No. 726147

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

THE BORROWER SHALL BE RESPONSIBLE FOR THE REPAIR, RESTORATION OR REBUILDING OF IMPROVEMENTS NOW OR HEREINAFTER ON THE PREMISES WHICH MAY BE DAMAGED BY FIRE, LIGHTNING, WINDSTORM, FLOOD, OR OTHER CAUSE, AND SHALL REPAIR, RESTORATION OR REBUILDING OF IMPROVEMENTS AT HIS OWN EXPENSE AND AT HIS OWN RISK. THE BORROWER SHALL BE RESPONSIBLE FOR THE REPAIR, RESTORATION OR REBUILDING OF IMPROVEMENTS NOW OR HEREINAFTER ON THE PREMISES WHICH MAY BE DAMAGED BY FIRE, LIGHTNING, WINDSTORM, FLOOD, OR OTHER CAUSE, AND SHALL REPAIR, RESTORATION OR REBUILDING OF IMPROVEMENTS AT HIS OWN EXPENSE AND AT HIS OWN RISK.

1. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk.

2. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk.

3. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk.

4. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk.

5. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk.

6. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk.

7. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk.

8. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk.

9. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk.

10. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk. The Borrower shall be responsible for the repair, restoration or rebuilding of improvements now or hereinafter on the premises which may be damaged by fire, lightning, windstorm, flood, or other cause, and shall repair, restoration or rebuilding of improvements at his own expense and at his own risk.

58614788

CHICAGO TITLE AND TRUST COMPANY

UNOFFICIAL COPY

R. 11/79

Kim Stawarski
Notary Public, State of Illinois
My Commission Expires 11/23/91
"OFFICIAL SEAL"

Given under my hand and Notarial Seal this 1st day of October 19 88.
voluntary act, for the uses and purposes therein set forth.
They signed, sealed and delivered the said instrument as their free and
foregoing instrument, appeared before me this day in person and acknowledged that
who are personally known to me to be the same person B whose name is set
subscribed to the

Kim Stawarski
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
SS. THAT Thomas J. Moss, Catherine I. Moss and G. James Moss
County of Cook

STATE OF ILLINOIS
Catherine I. Moss
Thomas J. Moss
G. James Moss
WITNESS the hand
and seal
of Mortgagors the day and year first above written.

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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.
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 mortgagors, their heirs, successors and assigns.
WITNESS the hand and seal of Mortgagors the day and year first above written.

* BALLOON PAYMENT

This instrument was prepared by
National Security Bank of Chicago, 1030 W. Chicago Avenue

58847488

of Cook County Clerk's Office

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THIS INDENTURE, made October 1, 19 88, between NEAR NORTHWEST LIMITED PARTNERSHIP
herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesses:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
TWO HUNDRED NINETY THREE THOUSAND AND NO/100'S
Dollars,
evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

THE ABOVE SPACE FOR RECORDER'S USE ONLY

15.00

226147
TRUST DEED
1988 OCT 14 PM 3:01
88474985



UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED),

1. Mortgagors shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter situated on said premises insured against loss or damage by fire, become damaged or destroyed; (b) keep said premises in good condition and repair without waste and expense; (c) pay when due any indebtedness which is secured by a lien or charge on the premises superior to the lien hereof; (d) complete within a reasonable time any building or buildings with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance; (f) comply with all requirements of law or municipal ordinance; (g) pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, in the manner provided by statute, any tax duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

2. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured under policies providing for payment of the full amount of loss or damage, and shall deliver to the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee, a copy of the policy, and shall deliver duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm, companies satisfactory to the holders of the note, and shall deliver to the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee, a copy of the policy, and shall deliver duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

4. In case of default in any form and manner deemed expedient, or in case of any default in the performance of any of the covenants herein, the holder of the note is authorized to take any action which may be necessary to protect the mortgaged premises and the lien hereof, plus reasonable indebtedness secured hereby, and shall be deemed to have taken such action, and the holder of the note is authorized to take any action which may be necessary to protect the mortgaged premises and the lien hereof, plus reasonable indebtedness secured hereby, and shall be deemed to have taken such action.

5. The Trustee or the holder of the note, and without notice to the mortgagors, may, in the event of default in the performance of any of the covenants herein, cause to be filed in the office of the Recorder of Deeds of the County of Cook, Illinois, a statement of the value of the premises, and the amount of the indebtedness secured hereby, and the holder of the note is authorized to take any action which may be necessary to protect the mortgaged premises and the lien hereof, plus reasonable indebtedness secured hereby, and shall be deemed to have taken such action.

6. Mortgagors shall pay, as an item of indebtedness secured hereby, all taxes, assessments, and other charges which may be levied against the premises, and the holder of the note is authorized to take any action which may be necessary to protect the mortgaged premises and the lien hereof, plus reasonable indebtedness secured hereby, and shall be deemed to have taken such action.

7. When the holder of the note shall see fit to foreclose the lien hereof, he may, in his discretion, cause to be filed in the office of the Recorder of Deeds of the County of Cook, Illinois, a statement of the value of the premises, and the amount of the indebtedness secured hereby, and the holder of the note is authorized to take any action which may be necessary to protect the mortgaged premises and the lien hereof, plus reasonable indebtedness secured hereby, and shall be deemed to have taken such action.

8. The proceeds of any foreclosure sale of the premises, including all such items as are mentioned in the preceding paragraph hereof, shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of the said premises. Such appointment may be made either before or after the sale, without notice to the mortgagors, and the receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such proceedings, and all other powers which may be necessary or proper for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver, upon the filing of such bill, shall be authorized to apply to the Court from time to time for any decrees or orders which may be necessary for the protection, possession, control, management and operation of the premises during the whole of said period.

10. No action for the enforcement of the lien or of 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.

11. Trustee or the holder of the note shall have the right to inspect the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, or to be liable for any omissions or errors in the execution of the note or trust deed, or to exercise any power herein given unless expressly obligated by the terms hereof, or by the terms of any assignment of the note or trust deed, or to exercise any power herein given.

12. Trustee shall release this trust deed, and the lien hereof, by proper instrument upon the presentation of a successor trustee, who shall be a person who shall, either before or after maturity, produce and exhibit to Trustee a certificate of the original trustee and its name, and who shall, either before or after maturity, produce and exhibit to Trustee a certificate of the original trustee and its name, and who shall, either before or after maturity, produce and exhibit to Trustee a certificate of the original trustee and its name, and who shall, either before or after maturity, produce and exhibit to Trustee a certificate of the original trustee and its name.

13. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the County of Cook, Illinois, and the holder of the note is authorized to take any action which may be necessary to protect the mortgaged premises and the lien hereof, plus reasonable indebtedness secured hereby, and shall be deemed to have taken such action.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through them, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or trust deed. The word "note" when used herein shall include all such instruments as are mentioned in the preceding paragraph hereof.

15. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect at the time this trust deed is released. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect at the time this trust deed is released.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect at the time this trust deed is released.

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

Identification No. **726147**
 CHICAGO TITLE AND TRUST COMPANY
 By *[Signature]*
 Assistant Secretary/Assistant Vice President

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF DESCRIBED PROPERTY HEREIN
1503 N. Paulina
1441 W. Cortez
1416 N. Hermitage
 Chicago, Illinois 60610

BOX 359

MAIL TO: PLACE IN RECORDER'S OFFICE BOX NUMBER