

UNOFFICIAL COPY

This Indenture, made this 14th day of October 1988, between Lasalle Bank Lake View and Cook...

and known as that number 113-806... LASALLE BANK LAKE VIEW

Three Hundred Thirty Seven Thousand and NO/100ths- (\$337,000.00)- dollars

interest on the sum of principal and interest remaining from time to time unpaid at the rate of 11% per cent per annum... monthly installments

Three Thousand Three Hundred three and 01/100ths- (\$3,303.01)- dollars

on the 15th day of November 1988 and Three thousand three hundred three and 01/100ths- dollars on the 15th day of every month thereafter...

As witness my hand and seal... Chicago

Lasalle Bank Lake View, 3201 N. Ashland

Now, therefore, the said Cook... Cook And State of Illinois, to wit

PARCEL 1: 113-806 and 113-807... PARCEL 2: 113-808 and 113-809...

THIS IS A SECOND MORTGAGE AS TO PARCEL 2 ONLY

It is understood... which, with the property hereinafter described, is referred to herein as the "premises."

Together with all improvements, fixtures, appurtenances, etc. and all other things... which, with the property hereinafter described, is referred to herein as the "premises."

To have and to hold the premises unto said Trustee... It is further understood and agreed that

13.00

1. That the indebtedness hereof shall be paid... 2. The Trustee of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments...

3. At the option of the holders of the note and without notice to First Party... 4. When the indebtedness hereof secured shall become due...

5. The proceeds of any sale of the premises shall be distributed and applied in the following order of priority... 6. It is further understood and agreed that the court in which such suit is filed may appoint a receiver...

7. The amount of any tax or other assessment... 8. The amount of any tax or other assessment...

9. This instrument was prepared and drafted by Lasalle Bank Lake View... H. ANDERSON

Mail 705

THIS INSTRUMENT WAS PREPARED AND DRAFTED BY LASALLE BANK LAKE VIEW 3201 N. ASHLAND AVENUE CHICAGO, ILLINOIS 60667 H. ANDERSON

Handwritten note on the left margin: 71-72-76 F1 Skelton

Vertical handwritten text on the far left margin: 71-72-76 F1 Skelton

Box No. 146

Trust Deed

LaSalle National Bank
as Trustee

COOK COUNTY ILLINOIS
FILED FOR RECORD
1988 OCT 21 PM 12:07

88484108

H. ANDERSON
CHICAGO, ILLINOIS - 60607

For the protection of both the borrower and lender,
this note secured by this trust deed should be identified by the trustee named herein before the trust deed is filed for record.

Important

Lasalle Bank Lake View
Trustee

The instrument No mentioned in the within Trust Deed has been identified herein under identification No 6035

Notary Public
My Commission Expires 11/1/88

Given under My Hand and Notary Seal this 18th day of October 1988
Assistant Secretary

G.R. Reinhardt
Vice President of the LaSalle National Bank and

Chloe Arlan
Assistant Secretary

By
Assistant Vice President

LaSalle National Bank as Trustee as aforesaid and not personally
In witness whereof, LaSalle National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and witnessed by its Assistant Secretary, the day and year first above written.

12. This Mortgage secures the full payment of any other indebtedness or liability of Mortgageors or any of them to the Mortgagee, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, while this Mortgage is in effect, however created and however evidenced.
11. The entire proceeds of the Note will be used for the purposes specified in Chapter 17, Section 6404, Paragraph 4, Illinois Revised Statutes, and the indebtedness secured hereby constitutes a "business loan" which comes within the purview of said Chapter, Section and Paragraph.
10. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.
9. Trustee shall examine the title, location, existence or condition of the premises hereunder, except in case of its own gross negligence or misconduct on that of the agents or employees of Trustee, and if it may require indemnities satisfactory to it before exercising any power herein given.
8. Trustee shall receive this Trust Deed and the hereunder by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid and Trustee may receive and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested by a Successor in Trust, such Successor Trustee may accept as the note herein described any note which bears a certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description 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 never executed a certificate on any instrument identifying same as the note described herein, it may accept as the note herein described any note 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.
7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

88484108

The Above Space for Recorders Use Only
LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60690

UNOFFICIAL COPY

THIS RIDER IS ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED OCTOBER 17, 1988 EXECUTED BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENTS DATED OCTOBER 1, 1988 and October 14, 1988 AND KNOWN AS TRUST NUMBERS 113-806 AND 113-851, RESPECTIVELY, FOR \$337,000.00.

In the event Mortgagor shall convey title to any person or persons other than the Mortgagor or shall suffer or permit Mortgagor's equity of redemption in the property described in this Mortgage to become vested in any person or persons other than Mortgagor (except when such vesting results from devise or operation of law upon death of any individual executing this Mortgage and the Note secured by this Mortgage), then in any such event the Mortgagee is hereby authorized and empowered at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Mortgagee of any mortgage payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagee of its right to require or enforce performance of this provision or to exercise the remedies hereunder. For the purpose of this provision, the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or governmental or political subdivision thereof, or any one or more or combination of the foregoing. Whenever the Mortgagee shall elect to declare all sums secured hereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgagor and to the Mortgagor's successors in title not less than thirty (30) days prior to the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successors in title as recorded upon the books of the Mortgagee, but if no such address be so recorded then to the address of the mortgaged property.

MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGEMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("IMFL"), ON BEHALF OF MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON (EXCEPT JUDGEMENT CREDITORS OF THE TRUSTEE IN ITS REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE) ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE. Further, Mortgagor waives the benefit of all appraisal, valuation, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the IMFL), now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the Mortgaged Premises or any part thereof or any interest herein.

The Beneficiary of the First Party shall not permit assignment, pledge or transfer of the beneficial interest or conveyance of the real estate in Trust #113-806 and #113-851 without the prior written consent of the legal holder of the Note.

Where the term "Mortgagee" has been used in the above paragraph, it shall be construed to mean the Holder of the Note.

The word "Mortgage" shall mean "Trust Deed" when applicable.

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