

THIS INSTRUMENT WAS FILED BY

UNOFFICIAL COPY 88439472



Marked Over
of The South Shore Bank
of Chicago
7054 So. Jeffrey St. CHICAGO
Chicago, Illinois 60635

1988 SEP 26 PM 12:09

88439472

88502419

THE ABOVE SPACE FOR RECORDER'S USE ONLY

15.00

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 ~~from~~ or the balance of principal remaining from time to time unpaid ~~at the rate of~~ ~~in~~ 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~~ ~~19~~ ~~xxx~~ ~~xxxx~~ 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, ~~xx2008~~ 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.

PARCEL 1:

LOTS 17, 18, 19, 20 AND 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, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE VACATED 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 OF LOTS 12, 13 AND 14) IN COOK COUNTY, ILLINOIS.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its 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

Standard Bank and Trust Company as Trustee under Trust No. 10459

CORPORATE SEAL AND MADE A PART HEREOF. EXCULPATORY CLAUSE ATTACHED HERETO

BY: Dennis Radok Assistant Vice President
ATTEST: Linda M. Sobiski Assistant Secretary

14 00

STATE OF ILLINOIS, } I, the undersigned
County of } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Dennis Radok 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.

NOTARY PUBLIC

Notarial Seal

"OFFICIAL SEAL"
SANDRA STUKENBERG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-3-92

SEP 22 88 11-58-1/88 27 JRS

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NOTARY PUBLIC, STATE OF ILLINOIS
SANDRA STUKENBERG
MY COMMISSION EXPIRES 6-3-92

Form 816 Trust Deed - Corporate Mortgage
R. 11/75

Notarial Seal
GIVEN under my hand and Notarial Seal this 20th day of September, 1988.

Assistant Vice President of the Standard Bank & Trust Company
Linda M. Sobiski
Assistant Secretary

Dennis Radak
County of Cook, Illinois
I, the undersigned, a Notary Public in and for the State of Illinois, DO HEREBY CERTIFY THAT

EXCURATORY CLAUSE ATTACHED HERETO
Standard Bank and Trust Company as Trustee under Trust No. 10459
Dennis Radak
Assistant Vice President

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its Assistant Secretary
In Witness Whereof said mortgagee has caused its corporate seal to be hereunto affixed and these presents to be signed by its 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.

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 Mortgagee, its successors and assigns.

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
TOGETHER with all improvements, tenements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee 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 or employed for heating, water, light, power, ventilation (whether centrally controlled), and ventilation including (without limiting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator 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 mortgagee or its successors or assigns shall be considered as constituting part of the real estate.

NOW, THEREFORE, the Mortgagee 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 Mortgagee 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.

PARCEL 1:
then at the office of The South Shore Bank of Chicago
Chicago, Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment per annum, and all of said principal and interest being payable at such banking house or trust company in principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of Note of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder principal and interest, as soon as paid, shall be due on the 1st day of October, 1988. All such payments on account

terms and conditions as set forth in the note secured hereby
on the balance of principal remaining from time to time unpaid at the rate of interest
and delivered, in and by which said Note the Mortgagee promises to pay the said principal sum and interest

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

TRUSTEE, witnesses
CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as a corporation organized under the laws of Illinois
herein referred to as "Mortgagee" and
September 9 1988, between Mortgage Standard Bank & Trust Company, not personally, but as Trustee U/T/A dated June 23, 1986 and known as Trust No. 10459

legal holder or holders being herein referred to as Holders of the Note, in the principal sum of (\$188,000.00)
September 9 1988, between Mortgage Standard Bank & Trust Company, not personally, but as Trustee U/T/A dated June 23, 1986 and known as Trust No. 10459

THIS INDENTURE, made September 9 1988, between Mortgage Standard Bank & Trust Company, not personally, but as Trustee U/T/A dated June 23, 1986 and known as Trust No. 10459

TRUST DEED
COOK COUNTY, ILLINOIS
88439472

1988 SEP 26 PM 12:09
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15.00
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This document is being re-recorded to amend the legal description

SEP 22 1988 / 1 - 85 - 737 JF 0

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1. Mortgagor shall (a) 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 mechanic's 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 buildings 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 municipal ordinance.

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IMPORTANT!
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. 725829
By: [Signature] Trustee
Assistant Secretary
Assistant Vice President

MAIL TO: BOX 333 - GG
South Shore Bank
7054 S. Jeffery Blvd.
Chicago, Illinois 60649
Attn: Real Estate Department

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
8200-10 S. Commercial
Chicago, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER

AS2032

Property of Cook County Clerk's Office

882045

8820288

UNOFFICIAL COPY

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THIS MORTGAGE is executed by Standard Bank and Trust Company, not individually, but as trustee under its Trust Number 55307, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said 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, hereunder, or to pay the said principal note or any 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, is 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 value shall in no way affect the personal liability of any co-makers, co-signers or endorsers.

725829

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 U. 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 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 mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

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Property

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Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 NOV -1 PM 3:18

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Know all men by these presents, that Heritage Standard Bank & Trust Company

not personally, but as Trustee U/T/A dated June 23, 1986 and known as Trust No. 10459 in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto SOUTH SHORE BANK, its successors and assigns, all the rents, issues and profits now due and which may hereafter become due, under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the uses or occupancy of, any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinafter of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

1300

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 North 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 of Lots 12, 13 and 14) in Cook County, Illinois
P.I.N.# 21-31-228-015 & 016, 029, 029
Commonly known as 8200-10 S. Commercial, Chicago, Illinois

and does authorize irrevocably the above mentioned SOUTH SHORE BANK in its own name to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said SOUTH SHORE BANK, or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgement deemed proper and advisable.

88439473

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for One Hundred Eighty Eight Thousand and 00/100-----

(\$188,000.00) Dollars secured by a Mortgage or Trust Deed dated the _____th day of September _____, 19 88, conveying and mortgaging the real estate and premises hereinabove described to Chicago Title and Trust Company

1300

and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

This assignment shall be operative only in the event of a default in the payment of principal and interest secured by said Mortgage or Trust Deed or in the event of a breach of any of the covenants in said Mortgage or Trust Deed contained.

IN WITNESS WHEREOF I/WE have hereunto set MY/OUR Hand and Seal at

Chicago, Illinois, this 20th day of September, 19 88.
EXCULPATORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF.

Dennis Radek (SEAL)
By: Dennis Radek - Vice President

Linda M. Sobiski (SEAL)
Attest: Linda M. Sobiski - Assistant Secretary

88502420

SEP 22 1988 17 37 DF

UNOFFICIAL COPY

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PARCEL 1:

LOTS 17, 18, 19, 20 AND 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, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE VACATED 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 OF LOTS 12, 13 AND 14) IN COOK COUNTY, ILLINOIS.

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Cook County Clerk's Office