

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~~ ~~of~~ 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 1988 11:58-1/88.27 JRS

88502419 88439472



UNOFFICIAL COPY

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 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.

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

EXCURATORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF.  
BY: Dennis Radak Assistant Vice President of Standard Bank and Trust Company as Trustee under Trust No. 10459

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

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, 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 air conditioning, 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:  
in said City of Chicago, Illinois, as the holder 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

principal and interest, as soon as paid, shall be due on the 1st day of October, 1988. 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 per annum, and all of said principal and interest being payable at such banking house or trust company in Chicago, Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment

terms and conditions as set forth in the note secured hereby

and delivered, in and by which said Note the Mortgagee promises to pay the said principal sum and interest, on the balance of principal remaining from time to time unpaid at the rate of

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.

THIS INDENTURE, made September 9 1988, between Standard Bank & Trust Company, a corporation organized under the laws of Illinois, herein referred to as "Mortgagee", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesses that

legal holder or holders being herein referred to as Holders of the Note, in the principal sum of (\$188,000.00)

\*\*This document is being re-recorded to amend the legal description\*\*

88502419 88439472

SEP 22 1988 / 1 - 85 - 7371 JF 0

15.00

88502419 THE ABOVE SPACE FOR RECORDER'S USE ONLY

1988 SEP 26 PM 12:09

COOK COUNTY, ILLINOIS 88439472

TRUST DEED



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.

2. Mortgagor 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor 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 insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders 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 therein, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor 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 tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said 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' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth therein. 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 default hereunder on the part of Mortgagor.

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 office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor 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 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, appraiser'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 decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee 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 maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth therein, 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, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any third party suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises 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 overplus to Mortgagor, its successors or assigns, as their rights may appear.

9. 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 appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises, or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application be made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

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 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.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be 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 that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. 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 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 of a successor trustee, such trustee or trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine 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 the corporation herein designated as maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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 this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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

17. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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  
PLACE IN RECORDER'S OFFICE BOX NUMBER

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

88502419

88439472

AS2032

Property of Cook County Clerk's Office

882045

8820288

# UNOFFICIAL COPY

725829

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 Standard Bank and Trust Company, individually, and its successors and assigns, and that so far as security hereunder, and 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 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 judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

88439472

88502419

Property

UNOFFICIAL COPY

88502419

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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88502419



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

SEP 22 88 1788 27 JRS  
① 1788 27 JRS  
85-737 DF ①

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

# UNOFFICIAL COPY

3 5 5 0 2 4 1 9

## 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.

88502420

Cook County Clerk's Office