

UNOFFICIAL COPY

726394 TRUST DEED

88504267

THE ABOVE SPACE FOR RECORDERS USE ONLY

This Indenture, Made October 11, 1988, between Western National Bank, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement, dated August 14, 1987 and known as Trust No. 10279 herein referred to as "First Party," and Chicago Title and Trust Company herein referred to as TRUSTEE, witnesseth: RIDER ATTACHED

THAT WHEREAS, at the direction of the beneficiaries under the above-described Trust Agreement, the Trustee promises to pay out of the portion of the trust estate, subject to the Trust Agreement and hereinafter specifically described, the principal sum of Two Million Two Hundred Thousand (\$2,200,000) Dollars evidenced by a promissory note in said principal sum dated October 11, 1988 made by Nick Skountzos and Nick Verveniotis, payable to the order of Affiliated Bank/Western National in 59 successive monthly installments of \$21,695 each (including principal and interest at the fixed rate of 10.50% per annum) beginning December 1, 1988, and a final balloon installment of the entire principal balance plus accrued interest due on the 60th month; and all costs of collection, including reasonable attorneys' fees on default. Interest shall be calculated on a 360-day year counting the actual number of days elapsed.

726394

This Trust Deed shall secure repayment of the aforesaid note and all extensions, modifications, refinancings and renewals thereof.

LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF

P.I.N. 24-04-422-019-0000 and P.I.N. 24-04-422-020-0000

SEPT 01 1988 \$17.80  
TRUSTEE THAN 1784 11/01/88 10:22:00  
48992 # A W-EB-504267  
COOK COUNTY RECORDER

5166599 REC 0103

Cook County Clerk's Office

17 Mail

which, with the property hereinafter described, is referred to herein as the "premises,"  
TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rights, lesser and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and, in the event of default, secondarily), and all apparatus, equipment or articles (now or hereafter therein or thereon used to supply heat, gas, air, hot, running, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, air conditioning, storm doors and windows, floor coverings, ladder, beds, awnings, pipes 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 First Party 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 use 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.

IN WITNESS WHEREOF, WESTERN NATIONAL BANK OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and date first above written.

WESTERN NATIONAL BANK OF CHICAGO  
As Trustee as aforesaid and not personally.

By Carol Ann Weber  
CAROL ANN WEBER Vice-President

ATTEST Rosemarie J. Baran  
ROSEMARIE J. BARAN Assistant Secretary

STATE OF ILLINOIS, )  
COUNTY OF COOK ) ss.

\*Affiliated Bank/Western National

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the WESTERN NATIONAL BANK OF CHICAGO Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Corporation 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 Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 11th Day of October A.D. 1988

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. NOV. 16, 1991

Robert P. ...  
Notary Public

This Instrument prepared by Leonard Cohen, 33 N. LaSalle Street, Chicago, 11 60602

# UNOFFICIAL COPY

REGISTERED

NAME | STREET | CITY | STATE | ZIP

Affiliated Bank/Western National

5801 W. Cermak Road

Cicero, Illinois 60650

Attn: Carol Weber

OR

INSTRUCTIONS

RECORDS AND DOCUMENTS DIVISION



Oak Lawn, Illinois

4930-5002 West 95th Street

FOR RECORDS INDEX PURPOSES  
INSERT STAMP ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE DONOR 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.

The Note mentioned in the within Trust Deed has been identified herewith  
under Identification No. **726894**  
CHICAGO TRUST & FINANCE COMPANY, TRUSTEE  
V. **726894**  
AFFILIATED BANK/WESTERN NATIONAL

See Rider attached hereto and made a part hereof

1. The undersigned, the Affiliated Bank/Western National, do hereby certify that the within Trust Deed is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois.

2. The undersigned, the Affiliated Bank/Western National, do hereby certify that the within Trust Deed is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois.

3. The undersigned, the Affiliated Bank/Western National, do hereby certify that the within Trust Deed is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois.

4. The undersigned, the Affiliated Bank/Western National, do hereby certify that the within Trust Deed is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois.

5. The undersigned, the Affiliated Bank/Western National, do hereby certify that the within Trust Deed is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois.

6. The undersigned, the Affiliated Bank/Western National, do hereby certify that the within Trust Deed is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois.

7. The undersigned, the Affiliated Bank/Western National, do hereby certify that the within Trust Deed is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois.

8. The undersigned, the Affiliated Bank/Western National, do hereby certify that the within Trust Deed is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois.

9. The undersigned, the Affiliated Bank/Western National, do hereby certify that the within Trust Deed is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois.

10. The undersigned, the Affiliated Bank/Western National, do hereby certify that the within Trust Deed is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been duly recorded in the office of the Clerk of said County, Illinois.

726894

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

UNOFFICIAL COPY

This instrument prepared by Leonard Cohen, 33 N. LaSalle Street, Chicago, 11 60652

NOTARIAL PUBLIC, COOK COUNTY, ILLINOIS, NOV 11, 1999

Given under my hand and Notarial Seal, Cook County, Illinois, on the 11th day of November, 1999.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the ~~Western National Bank~~ Western National Bank are and have been known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary of said Corporation for the uses and purposes therein set forth.

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

Affiliated Bank/Western National  
ATTEST  
ROSEMARIE J. BARAN, Assistant Secretary

By Carol Ann Weber  
CAROL ANN WEBER, Vice-President

An trustee in aforesaid and not personally.

IN WITNESS WHEREOF, Western National Bank or Cicero, not personally but as a trustee in aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal and attested by its Assistant Secretary, on this 11th day of November, 1999.

This instrument consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this last sheet) are incorporated herein by reference and are a part hereof.

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.

TO CERTIFY that all improvements, fixtures, equipment, furniture, and all other things and articles of personal property, and all rights, powers and interests in and to such things and articles, which are pledged primarily, and in the event of default, secondarily, to the said Trustee, its successors and assigns, shall be deemed to be a part of the premises and shall be deemed to be included in the premises.

LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF

P. L. N. 24-04-422-019-0000 and P. L. N. 24-04-422-020-0000

DEPT. OF REVENUE, COOK COUNTY, ILLINOIS  
TOTAL TAX \$17,000.00  
DATE 11-11-99

COOK COUNTY OF ILLINOIS, to wit:

AND HEIRS OF ILLINOIS, to wit:

NOW, THEREFORE, First Party, to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and conditions of the trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, sell, convey and warrant unto the said Trustee, its successors and assigns, the following described real estate situated, lying and being in the County of Cook, State of Illinois, to-wit:

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes", and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes so referred to.

Illinois, as the holders of the note, any, from time to time, in writing appoint, and in absence of such appointment, then at the office of Affiliated Bank/Western National, 5801 W. Cermak Road, Cicero, IL 60650

and all of said principal and interest being made payable at such banking house or trust company in

which said Note, the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum as follows:

Dollars

and delivered, in and by

date herewith in the principal sum of

that said party has concurrently herewith executed.

percent-per

at the rate of

per annum

per cent-per

per cent-per

per cent-per

51166599 REC DE 10f3





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## LEGAL DESCRIPTION

### PARCEL 1:

A PART OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SECTION 4, AFORESAID, 1074.08 FEET WEST OF THE SOUTH EAST CORNER OF SECTION 4; THENCE WEST ALONG SAID SOUTH LINE OF SECTION 4, 125.92 FEET TO A POINT; THENCE NORTH 0 DEGREES 04 MINUTES EAST 172.4 FEET TO A POINT; THENCE WEST 132 FEET TO A POINT; THENCE NORTH 0 DEGREES 04 MINUTES EAST 73.7 FEET TO A POINT; THENCE NORTH 62 DEGREES 56 MINUTES EAST 289.56 FEET TO A POINT; THENCE SOUTH 0 DEGREES 04 MINUTES WEST 378.2 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF CONVEYED TO RAILROAD BY DEED RECORDED SEPTEMBER 2, 1903 AS DOCUMENT NUMBER 3436808 EXCEPT THE SOUTH 50 FEET THEREOF TAKEN FOR STREET PURPOSES) IN COOK COUNTY, ILLINOIS

### PARCEL 2:

THE WEST 132 FEET OF THE SOUTH 172.4 FEET (EXCEPT THE SOUTH 50 FEET THEREOF), OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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11/11/2022

20221111

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RIDER ATTACHED TO AND MADE A PART OF TRUST DEED BETWEEN AFFILIATED BANK/WESTERN NATIONAL, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST NO. 10279, AND CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE

10. Additional Granting Clause - First Party hereby grants to the Trustee a security interest in all cooling and ventilating apparatus and systems, all plumbing, incinerating and sprinkler equipment and fixtures, all elevators and escalators, all communication and electric monitoring equipment and all other machinery, apparatus and equipment of every nature used in the operation, maintenance and protection of the real estate.

11. In the event of the resignation, inability or refusal to act of the Trustee, then the trust officer designated by Affiliated Bank/Western National shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to the Trustee.

12. All future advances shall have the same priority of lien as if advanced on the date of recording of this Trust Deed.

13. First Party hereby waives any and all rights of redemption under any order of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

14. First Party covenants and agrees that Affiliated Bank/Western National, the holder of the note secured by this Trust Deed (hereinafter the "Noteholder"), at its option, has the unqualified right to accelerate the maturity of the indebtedness evidenced by said note and secured hereby causing the full principal balance and accrued interest under said note, to be immediately due and payable without notice to First Party, in the event that:

(a) First Party shall, without the prior written consent of the Noteholder, sell, transfer, convey, or assign the legal or equitable title to all or any portion of the Premises, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing;

(b) The beneficiaries of First Party, or either of them, shall, without the prior written consent of the Noteholder, sell, transfer, convey, assign or create a security interest in the beneficial interest, or any part thereof, in the aforesaid Trust, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing;

(c) First Party, or the beneficiaries of First Party, shall, without the prior written consent of the Noteholder, directly or indirectly, create, suffer or permit to be created or filed against the Premises, or any portion thereof, or against the rents, issues

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State of Illinois  
County of Cook

Property of Cook County Clerk's Office

add to document containing information relating to  
to be used for information purposes only  
not to be used for any other purpose  
all information contained herein is confidential

State of Illinois  
County of Cook

State of Illinois  
County of Cook

SECRET



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or profits therefrom (including, without limitation, any lien arising with respect to the payment of taxes, assessments and other charges), any mortgage lien, security interest, or other lien or encumbrance, except the lien of current general taxes duly levied and assessed but not yet due and payable and the lien of this Trust Deed.

15. First Party hereby assigns, transfers and sets over unto the Noteholder the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. The Noteholder may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. In the event that the Noteholder hereby elects to make said proceeds available to reimburse First Party for the cost of the rebuilding or restoration of the buildings or improvements on said Premises, such proceeds shall be made available in the manner and under the conditions that the Noteholder may require. In any event, the buildings and improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by the Noteholder. If the proceeds are made available by the Noteholder to reimburse the First Party for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of the Noteholder be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto. No interest shall be allowed to First Party, or any beneficiary of First Party, on the proceeds of any award held by the Noteholder.

16. Until the indebtedness secured hereby is fully paid, all buildings and improvements upon the Premises and all fixtures, equipment and property therein contained or installed shall be kept unceasingly insured against loss or damage by such hazards, casualties and contingencies in such amounts and for such periods as may from time to time be required by the Noteholder. All insurance shall be written in policies and by insurance companies approved by the Noteholder. All policies of insurance and renewals thereof shall contain standard noncontributory mortgagee clauses and loss payable clauses to the Noteholder or naming the Noteholder as an additional insured and shall provide for at least 30 days prior written notice of cancellation to the Noteholder as well as a waiver of subrogation endorsement, all as required by the Noteholder and in form and content acceptable to the Noteholder. Upon request by the Noteholder, First Party shall furnish Noteholder evidence of the insurable value of the Premises. Noteholder shall not by reason of accepting, rejecting, approving or obtaining insurance incur any liability for payment of losses.

Without in any way limiting the generality of the foregoing, First Party covenants and agrees to maintain insurance coverage on the Premises to include:

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Property of Cook County Clerk's Office

ENCLOSURE

# UNOFFICIAL COPY

EXONERATION OF A PERSON RESTRICTING ANY LIABILITY  
of the AFFILIATED BANK/WESTERN NATIONAL stamped below  
on the reverse side hereof is hereby expressly made  
a part hereof.

(i) All risk coverage insurance (including vandalism and malicious mischief) for an amount equal to the full replacement cost of the improvements and fixtures located on the Premises.

(ii) Comprehensive General Public Liability and Property Damage Insurance for an amount not less than \$1,000,000.00 combined single limit for claims arising from any accident or occurrence in or upon the Premises.

(iii) Flood Insurance whenever in the reasonable opinion of the Noteholder such protection is necessary and is available.

(iv) Sprinkler insurance, and boiler and machinery insurance, if applicable.

(v) Such other insurance that may be required from time to time by Noteholder.

First Party shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder.

AFFILIATED BANK/WESTERN NATIONAL, as Trustee  
as aforesaid and not personally.

BY: Carol Ann Weber  
Vice President CAROL ANN WEBER

Attest: Rosemarie J. Baran  
Assistant Secretary ROSEMARIE J. BARAN

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This Document is signed by AFFILIATED BANK/WESTERN NATIONAL, not individually, but as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof. Any claims against said Trustee which may be made against the Trustee shall be payable only out of any Trust property and shall not be a claim against the Trustee personally. The Trustee shall not be liable for any claims against the Trustee which may be made against the Trustee personally. The Trustee shall not be liable for any claims against the Trustee personally. The Trustee shall not be liable for any claims against the Trustee personally. Any and all personal liability of the AFFILIATED BANK/WESTERN NATIONAL is hereby expressly waived by the parties hereto and their respective successors and assigns.

726394

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

In testimony whereof, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Clerk of Cook County, Illinois

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REC-157