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TRUSTEE'S DEED

88525239

IN TRUST

NOV 14 PM 3:09

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The above space for recorder use only

F-1-7189163/Hou...

THIS INDENTURE, made this 1st day of November, 1988, between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois banking corporation duly organized and existing as a corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Illinois banking corporation in pursuance of a certain Trust Agreement, dated the 31st day of October, 1984, and known as Trust Number 1223, party of the first part, and American National Bank and Trust Company as Trustee under Trust Agreement dated October 24, 1988 and known as party of the second part. Trust number 106802-05 33 North LaSalle Street, Chicago, Illinois 60602

WITNESSETH, that said party of the first part, in consideration of the sum of (\$10.00) TEN AND No/100 Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

CITY OF CHICAGO
 REAL ESTATE TRANSACTION TAX
 DEPT. OF REVENUE NOV 14 '88
 311.25

13.00

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Property # 14-23-413-039-1005
 Property 1750 N. Wells Chicago Ill.
 together with the encumbrances and appurtenances thereto belonging
 TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH FULL AUTHORITY TO CONVEY DIRECTLY TO THE TRUSTEE GRANTEE NAMED HEREIN
 This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereto enabling, this deed is made subject to the liens of all trust deeds and mortgages upon said real estate, if any, recorded or registered in said county
 IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be herein affixed and has caused its name to be signed to these presents by one of its Assist. Tr. Officer and attested by its Assist. Secy the day and year first above written



MID TOWN BANK AND TRUST COMPANY OF CHICAGO
 as Trustee, authorized and not personally
 By Deborah M. Stephanites, Assist. Tr. Officer
 Attest Carmen M. Rosario, Assist. Secy.

STATE OF ILLINOIS, COUNTY OF COOK

SS.

THIS INSTRUMENT PREPARED BY
 D. Stephanites
 MID TOWN BANK AND TRUST COMPANY OF CHICAGO
 2021 N. CLARK ST.
 CHICAGO, ILLINOIS 60614

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Deborah M. Stephanites and Carmen M. Rosario of the MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois Banking Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assist. Tr. Officer and Assist. Secy 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 Illinois Banking Corporation for the uses and purposes therein set forth, and the said Assist. Tr. Officer then and there acknowledged that said Assist. Secy as custodian of the corporate seal of said Illinois Banking Corporation caused the corporate seal of said Illinois Banking Corporation to be affixed to said instrument as said Assist. Secy own free and voluntary act and as the free and voluntary act of said Illinois Banking Corporation for the uses and purposes therein set forth
 Given under my hand and Notary Seal

Date November 1, 1988

OFFICIAL SEAL
 BIZELLA TAKACS
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXPI. NOV. 13, 1991

Notary Public Bizella Takacs

DELIVERY INSTRUCTIONS
 NAME
 STREET
 CITY

LEONID GROSSIS
 2520 N. LINCOLN
 CHICAGO, ILL OR
 60614

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Unit 1-COM, 1750 North Wells
 Chicago, Illinois 60614

RECORDER'S OFFICE BOX NUMBER
 BOX 333 - GG

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TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 196 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or difference from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or "with limitations" or words of similar import, in accordance with the statute in such made and provided.

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"EXHIBIT A"

Unit 1-Com in 1750 North Wells Condominium, as delineated on a survey of the following described real estate:

Parcel 1:

The South 8 feet of Lot 3 and all of Lot 4 in Runtz's Subdivision of the North half of Lot 12 in Gale's North Addition to Chicago in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian,

also

Parcel 2:

Lots 4 and 5 in Lowe and Roskopf's Subdivision of part of Lots 12 and 13 in Gale's North Addition to Chicago in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois,

which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 26116779, together with its undivided percentage interests in the common elements, as defined and set forth in said Declaration and Survey.

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MORTGAGE

15.00

This Indenture Witnesseth: That the undersigned, . . . AMERICAN NATIONAL BANK AND TRUST . . . COMPANY OF CHICAGO, a national banking association . . . existing under and by virtue of the laws of the . . . UNITED STATES OF AMERICA . . . not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated OCTOBER 24, 1988 . . . and known as trust number . . . 106802-05 . . . herein referred to as the Mortgagor, does hereby Mortgage and convey to

First Savings and Loan Association of South Holland

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County . . . COOK . . . in the State of Illinois, to wit:

LEGAL CONTAINED IN EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF:

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 NOV 14 PM 3:09

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THIS INSTRUMENT WAS PREPARED BY: Gloria M. Rasmussen
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND
475 East 162nd Street, South Holland, IL 60473

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter thereon or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before, or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's or Sheriff's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph, unless commenced within sixty days after Mortgagee's possession ceases.

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TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE:

1. The payment of a note executed and delivered concurrently and of even date herewith by the Mortgagor to the Mortgagee in the sum of THIRTY-FIVE THOUSAND AND NO/100ths Dollars (\$35,000.00.) which is payable in monthly installments as provided in said note, to be applied first to interest, and the balance to principal until said indebtedness is paid in full;
2. Any additional advances made by the Mortgagee to the Mortgagor, or his successors in title, as hereinafter provided, but at no time shall this mortgage secure a sum in excess of THIRTY-FIVE THOUSAND AND NO/100ths Dollars (\$35,000.00.) plus such further sums as may be advanced for the purpose of protecting or enforcing the security; and
3. All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage.

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Property of Cook County Clerk's Office

BOX 67
FIRST SAVINGS & LOAN ASSOC. OF SO. HOLLAND
475 East 162nd Street
South Holland, Illinois 60473