

# UNOFFICIAL COPY

## TRUST DEED

88566473

THE ABOVE SPACE FOR RECORDERS USE ONLY

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469954  
10/15/88

THIS INDENTURE, Made November 18, 1988, between American National Bank and Trust Company of Chicago, 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 Company in pursuance of a Trust Agreement dated November 10, 1988 and known as trust number 106931-09, herein referred to as "First Party," and

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of One hundred forty five thousand six hundred & no/100ths.-----

made payable to ~~BERWYN~~ COMMERCIAL NATIONAL BANK OF BERWYN and delivered, in and by 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 and interest from Date of Disbursement on the balance of principal remaining from time to time unpaid at the rate of

10.75 percent per annum initially and at a varying rate per annum thereafter which shall be .75 percentage points above the prime rate of this Lender and will fluctuate from day to day with such rate until fully paid. Any change in the rate of interest payable on this Note resulting from a change in the said prime rate shall be effective upon the date of such change. All payments shall be applied first to the service charge, then to interest and the balance to principal. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed, with interest payable monthly. Due: November 18, 1990.

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These presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 8 and the North 5 feet of Lot 9 in Block 1 in Subdivision of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

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However, if all or any part of the property is sold or transferred without Lender's prior written consent, Lender may declare the entire loan balance to be immediately due and payable and after 30 days Borrowers can become liable for expenses of foreclosure including court costs and reasonable Attorney's fees.

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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 rents, issues, 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 on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 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 uses and trusts hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) 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 notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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

MAIL TO  
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INSTRUCTIONS

This Document Prepared by  
Roger C. Forcash, Sr. V.P./bs  
Commercial National Bank of Berwyn  
3322 S. Oak Park Ave.  
Berwyn, Il. 60402

OR

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

2440 N. Southport Ave.

Chicago, Illinois

RECORDER'S OFFICE BOX NUMBER



UNOFFICIAL COPY

M-3275

INSTRUCTIONS

MAIL TO MAIL ROOM



CITY

Berwyn, IL 60402

3322 S. Oak Park Ave.

Commercial National Bank of Berwyn

Roger C. Forcash, Sr. V.P./bs  
This document prepared by -

Chicago, Illinois

2440 N. Southport Ave.

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

1. Until the indebtedness hereunder shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for them not expressly subordinated to the lien hereof; (3) 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; (4) complete within a reasonable time any building or repairs now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, water charges, sewer charges, water charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 here- by, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

IT IS FURTHER UNDERSTOOD AND AGREED THAT:  
1. That the indebtedness hereunder shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for them not expressly subordinated to the lien hereof; (3) 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; (4) complete within a reasonable time any building or repairs now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, water charges, sewer charges, water charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 here- by, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

which, with the property hereinafter described, is referred to herein as the "premises,"  
TOGETHER with all improvements, tenements, easements, rights, fixtures, appurtenances thereto belonging, and all rents, issues 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 on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restriction) the foregoing, screens, window shades, storm doors and windows, door closers, in-door beds, weights, stoves and water heaters. All of the foregoing are declared to be a part of the premises and shall be deemed to be 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 unto the said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trusts here- in set forth:

However, if all or any part of the property is sold or transferred without lender's prior written consent, lender may declare the entire loan balance to be immediately due and payable and after 30 days borrowers can become liable for expenses of foreclosure including court costs and reasonable attorney's fees.

Permanent Index #14-29-320-024  
Third Principal Meridian, in Cook County, Illinois  
Southwest 1/4 of the Southwest 1/4 of Section 29, Township 40 North, Range 14, East of the Lot 8 and the North 5 feet of Lot 9 in Block 1 in Subdivision of the Southeast 1/4 of the

AND STATE OF ILLINOIS, to wit:  
being in the COUNTY OF Cook

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 limitations of this 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, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF Cook  
Commercial National Bank of Berwyn  
in said City;

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 installment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Berwyn 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 Commercial National Bank of Berwyn in said City;

Dollars on the day of each thereafter until said note is fully paid except that the final day of 19 and

per cent per annum in installments as follows:

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TRUST DEED

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holders of the note, such rights to be exercised by such person or persons shall be attempted to be exercised by the Trustee or holders of the note... 1. 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 officer without inquiry into the accuracy of such bill, statement or estimate...

DEPT-91 513 25  
T#1111 TRAN #101 12/08/86 09 21 00

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THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant or other express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming a right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.



American National Bank and Trust Company of Chicago

By *[Signature]* VICE PRESIDENT  
Attest *[Signature]* ASSISTANT SECRETARY

STATE OF ILLINOIS }  
COUNTY OF COOK }

KAREN E. BURNS

I, DO HEREBY CERTIFY, that J. MICHAEL WERTZ, a Notary Public in and for said County, in the State aforesaid, Assistant Secretary of said national banking association, 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 for the uses and purposes therein set forth, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

OFFICIAL SEAL  
Notary Public, State of Illinois  
Commission Expires 8/27/90  
DEC 02 1986

18th day of November, 1986  
*[Signature]*  
Notary Public

IMPORTANT  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

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