

THE ABOVE SPACE FOR RECORDERS USE ONLY

This Indenture,

Made December 5, 1988, between American National Bank and
 a National Banking Association, not personally but as Trustee under the provisions of a Deed of Deeds in trust duly recorded
 and delivered to said Bank in pursuance of a Trust Agreement dated December 1, 1988 and known as Trust No. 106804-03
 herein referred to as "First Party," and Affiliated Bank/Morton Grove
 herein referred to as TRUSTEE, witness:

Panteles Kotsiopoulos
 THAT, WHEREAS, ~~has concurrently herewith executed~~ Promissory note bearing even

date herewith in the PRINCIPAL SUM OF

*Sixty-four Thousand and 00/100's----- DOLLARS,
 made payable to ~~RECEIVER~~ ~~Affiliated Bank/Morton Grove~~
 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 ~~XXXXXX~~ and interest payable pursuant to the terms
 and conditions of said Promissory Note.

The terms and conditions of Promissory Note dated December 5, 1988 in the amount of \$64,000.00 executed by Panteles Kotsiopoulos are hereby incorporated herein and made a part hereof.

: principal bearing interest after maturity 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 Morton Grove 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 Affiliated Bank/Morton Grove-8700 N. Waukegan Rd., Morton Grove, IL 60053

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 secured hereby.

~~JOSEPH M. GREENE, Notary Public, State of Illinois, County of Cook, My Commission Expires 10/2/91, Notary Public No. 88569063~~

Now, therefore, First Party, to secure payment of said Note and all promissory notes hereafter executed by Panteles Kotsiopoulos evidencing future advances and loans made by Affiliated Bank/Morton Grove to or for the account of Panteles Kotsiopoulos and all renewals or refinancings of the said notes, from Panteles Kotsiopoulos, including but not limited to, advances made by Affiliated Bank/Morton Grove in accordance with the terms, provisions and limitations of this mortgage and the performance of the covenants and agreements herein contained, MORTGAGE to Affiliated Bank/Morton Grove, its successors and assigns, the following real estate situated in the County of Cook, State of Illinois (free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the First Party does hereby expressly release and waive, and free from all right to retain possession of said real estate after default in payment or breach of any of the covenants and agreements herein contained), to-wit:

See attached for Legal Description

Commonly known as: 233 East Erie Chicago, Illinois
 Permanent Index No. 17-10-203-027-1001
 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 privileged primarily and, in a parity with said real estate and not secondarily), and all apparatus, equipment or articles used for heating 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, indoor 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 herein set forth.

plus rider plus rider
 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 Amer. Nat'l Bk & Tr. Co. 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 year first above written.

American National Bank & Trust Co. of Chicago
 As Trustee as aforesaid and not personally.

By (Signature) Vice-President

ATTEST (Signature) Assistant Secretary

STATE OF ILLINOIS, } ss.
 COUNTY OF COOK }

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 Amer. Nat'l Bk & Tr. Co. of Chgo. a 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 Public Seal
 Darsia M. Greene
 Notary Public State of Illinois
 Commission Expires 10/2/91

Day of DEC 05 1988

A.D. 19

Notary Public

7/16-

88569063

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforementioned 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 expense and free from mechanic's or other liens or claims for fees not necessarily interdependent in the two respects; (3) pay when due any indebtedness which may be incurred by them or on their behalf, and upon request exhibit satisfactory evidence of the discharge of such prior debts to the trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon and premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the uses thereof; (6) refrain from making any 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 Trustees 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 Trustees 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustees or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 lien or other proton or title or claim thereto, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money 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 Trustees or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustees for each matter concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustees or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

holders of the note and never be considered as a waiver of any right according to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby release making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared 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 thereto.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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 installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 herein, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be 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 witness, stenographer's 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 titles, title searches and warranties, guarantees, policies, Torrens certificates, and similar data and assurances which respect to title as Trustee or holders of the note may deem to be reasonably necessary; (b) to prosecute such suit to judgment at any rate which may be had pursuant to such decree as the true condition of the title to or the value of the premises. All expenditures and expenses of the nature of which paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of six percent per annum, 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 thereof after accrual of such right to foreclose, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

the principal amount of the note, plus interest thereon, and all other items which under the terms hereof constitute accrued in debt, lines 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 First Party, its legal representatives or assigns, on their rights, means, expenses, costs and attorney's fees, arising out of or in connection with the premises or the prosecution which might affect the premises of the security herein, whether or not actually commenced.

~~Interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.~~
6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises 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 First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect said 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: (1) 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 is made prior to foreclosure sale; (2) the deficiency in case of a sale and no deficiency.

5. 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.

5. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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.

9. Trustee shall release this trust deed and the lien thereon 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 successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee or his/her successor or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as 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 First Party.

10. Trustees may resign by instrument in writing filed in the office of the Recorder or Register of Titles in which this instrument shall have been recorded by filer. In case of the resignation, inability or refusal to act of a Trustee, the then Recorder or Register of Titles 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the ~~Trustee~~ personally as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said ~~Trustee~~ personally warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said ~~Trustee~~ personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said ~~Trustee~~ personally are concerned, the legal holder or holders of said note and the owner or owners of any and all debts and obligations 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 to said note provided or by action to enforce the personal liability of the guarantor, if any.

11. If Mortgagor shall sell, assign, or transfer any right, title, or interest in said premises, or any portion thereof without the written consent of the holder of the Note, secured hereby, holder of said Note shall have the right, at holder's option, to declare all unpaid indebtedness secured by this Trust Deed to be immediately due and payable, anything in said Note or this Trust Deed to the contrary notwithstanding.

The mortgagor, hereby waives any and all rights of redemption from the sale under any order or decree of foreclosure of the 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.

American National Bank and Trust Company of Chicago

<p>IMPORTANT</p> <p>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI- FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.</p>	<p>The Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____</p> <p>by _____ Vice President</p>
---	--

D NAME | Affiliated Bank/Morton Grove
E STREET | 8700 North Waukegan Road
L
I
V
E
R
V CITY | Morton Grove, Illinois 60053
R
V
OR
INSTRUCTIONS

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

233 East Erie

Chicago, Illinois 60611

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14. Any sale, conveyance or transfer of any right, title or interest in the premises specified in this trust Deed to secure the payment hereof or any portion thereof, without the prior written approval of the holder or any part of the beneficial interest without the prior written approval of the holder or any part of the beneficial interest of any transferor or transferee shall be void.

12. It is further confirmed and agreed that First Party shall deposit with the Holder insurance in form and content as approved by Holder which shall be carried in companies approved by the Holder, and the policies and renewals marked "Paid" shall be delivered to the Holder at least thirty (30) days before the expiration of the old policies and shall have attached thereto each standard noncontingent mortgage clauses in favor of the Holder and entitled certifying the Holder to collect any and all proceeds under such insurance, Holder and entitled certifying the Holder to collect any and all proceeds under such insurance, as well as standard waiver of subrogation endorsement and a provision regarding each coverage evidenced hereby will not be terminated or materially modified without ten (10) days prior written notice to the Holder, all to be in form and content acceptable to Holder.

In case of default in the payment of any instalments of principal or interest or performance of the performance of the covenants and agreements of the First Party herein contained, the holder may apply any and all sums then on deposit, on account of the holder's trust deed.

by this's Trust Deed (hereinafter referred to as "Holder") on the dates instalments of premium payable, an amount equal to such taxes, and insurance premiums, less the amount already deposited therefore, divided by the number of months to elapse prior to the date when such taxes and assessments will become payable, and when exacting postfices of insurance expire. The monies thus deposited will become payable to the holder without interest and are to be applied by the Holder to the payment of such taxes, assessments and insurance premiums as they become due and payable. If at any time the Holder deems the amount deposited insufficient to pay said taxes, assessments and insurance premiums, the First Party will deposit with the Holder any amount necessary to make up the deficiency; provided, however, that nothing in this paragraph shall relieve the First Party from the performance of any of the other covenants and agreements contained herein.

RIDER ATTACHED TO TRUST DEED
DATERD December 5, 1988 EXECUTED BY American National Bank and Trust
COMPANY OF CHICAGO AS TRUSTEE U/T/A
11. For the purpose of providing regularly for the prompt payment of all taxes and
assessments levied or assessed against the premises that will become due and payable,
and for the payment of expenses of collection of debts and other hazards

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(a) It de faulte or shall be made in entmely making any payment documents relating to the loan; or

Conveyance, mortgagor encumbrance of premises of any part thereof as security for any debt without the prior written approval of the holder or any assigment of all or any debt without the prior written approval of the holder or any trustee of the beneficial interest of the holder of the debt.

December 1, 1988

DATED December 5, 1988 EXECUTED BY OF Chicago as Trustee U/T/A dated
American National Bank and Trust Company

RIDER ATTACHED TO TRUST DEED

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RIDER ATTACHED TO TRUST DEED

DATED December 5, 1988 EXECUTED BY American National Bank and Trust Company
of Chicago as Trustee U/T/A dated
December 1, 1988

- (b) If default shall be made in the performance or observance of any other term, covenant, provisions, representation, warranty, agreement, condition or obligation provided for herein, in the Note or in any other document relating to this loan, or in any written statement or certificate made or furnished to the Holder, at any time, shall be incorrect or untrue or shall otherwise be misleading.

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PARCEL 11 UNIT NO. 901 IN STREETEVILLE CENTER CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING: ALL OF THE PROPERTY AND SPACE LYING ABOVE AND EXTENDING UPWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM (AND WHICH IS ALSO THE LOWER SURFACE OF THE FLOOR SLAB OF THE NINTH FLOOR, IN THE 24-STORY BUILDING SITUATED ON THE PARCEL OF LAND HEREINAFTER DESCRIBED) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF A PARCEL OF LAND COMPRISED OF LOTS 20, 21, 22, 23, 24 AND 25 (EXCEPT THAT PART OF LOT 28 LYING WEST OF THE CENTER OF THE PARTY WALL OF THE BUILDING NOW STANDING ON THE DIVIDING LINE BETWEEN LOTS 28 AND 26), TOGETHER WITH THE PROPERTY AND SPACE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 110.13 FEET ABOVE CHICAGO CITY DATUM (AND WHICH PLANE COINCIDES WITH THE LOWEST SURFACE OF THE ROOF SLAB OF THE 8-STORY BUILDING SITUATED ON SAID PARCEL OF LAND) AND LYING WITHIN BOUNDARIES PROJECTED VERTICALLY UPWARD OF THE SOUTH 17.96 FEET OF THE AFORESAID PARCEL OF LAND, ALL IN THE SUBDIVISION OF THE WEST 394 FEET OF BLOCK 32, EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR STREETEVILLE CENTER CONDOMINIUM ASSOCIATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 260178971 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 21 EASEMENT FOR THE BENEFIT OF LOT 28 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT BETWEEN EDWIN H. SHELDON AND HEATON OWLSLEY RECORDED AUGUST 11, 1892 AS DOCUMENT NO. 1215549 ON THAT PART OF LOTS 28 AND 26 IN KINZIE'S ADDITION AFORESAID OCCUPIED BY THE WEST 1/2 OF THE PARTY WALL, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 31 ALL THOSE CERTAIN EASEMENTS, PRIVILEGES, RIGHTS OF USE AND ALL OTHER BENEFITS DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 26017894, AS GRANTED FOR THE BENEFIT OF PARCEL 1, BY A DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1980 AND KNOWN AS TRUST NO. 61634 TO VENNY YOUNG DATED OCTOBER 1 1981 AND RECORDED OCTOBER 2, 1981 AS DOCUMENT NO. 26017898.

PERMANENT TAX NUMBER: 17-10-203-027-1001.

COMMONLY KNOWN AS:

233 EAST ERIE
CHICAGO, ILLINOIS.

88569063

RECORDING
BOOK 106

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