

THE ABOVE SPACE FOR RECORDERS USE ONLY

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This Indenture, Made December 5, 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 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

88569063

herein referred to as TRUSTEE witnesseth: Panteles Kotsiopoulos  
THAT, WHEREAS Panteles Kotsiopoulos 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 ~~TRUSTEE~~ Affiliated Bank/Morton Grove 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~~ 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.

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."

DEED-01 \$16.00  
14444 TRAN 4124 12/09/88 14:00:00  
# D \* - 88 - 569063

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 in a party 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, in listing (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inlaid beds, swings, stoves and water heaters. All of the foregoing are declared to be a part of the 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 terms 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 Notarial Seal  
Notary Public, State of Illinois  
Commission Expires 10/2/91

Day of DEC 05 1988 A.D. 19  
[Signature]  
Notary Public

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14. Any sale, conveyance or transfer of any right, title or interest in the premises specifically described in this Trust Deed to secure the payment hereof or any portion thereof, without the prior written approval of the holder or any sale, transfer or assignment of any part of the beneficial interest without the prior written approval of the holder or any

ness secured hereby or be paid to any party entitled thereto. or restoration shall, at the option of the Holder, be applied on account of the indebted- which may remain out of said insurance proceeds after payment of such cost of building plans and specifications of such work before such work shall be commenced. Any surplus ably exceed the sum of Ten Thousand (\$10,000.00) Dollars then the Holder shall approve the cost of rebuilding, repairing or restoring the building and improvements can reason- sufficient to pay for the cost of completion of the work free and clear of liens. If the value of the work performed from time to time and at all times the undistributed balance of such proceeds remaining in the hands of the disbursing party shall be at least the value of the final completion of the work shall exceed ninety (90%) percent of made prior to the final completion of the work shall exceed ninety (90%) percent of can verify that the amounts disbursed from time to time are represented by completed sworn statements and other evidence of cost and payments so that the disbursing party and with architect's certificates, waivers of lien, contractor's and sub-contractor's insurance proceeds the receipt of such additional funds as necessary to cover such cost evidence of the estimated cost of completion thereof and if such cost exceeds the such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory case, where the insurance proceeds are made available for rebuilding and restoration, and substantially the same character as prior to such damage or destruction. In any and improvements thereon shall be restored or rebuilt so as to be of at least equal value rebuilding or restoring of buildings or improvements on said premises. The buildings due or not, or be held by the Holder and used to reimburse First Party for the cost of the Holder, either be applied in the reduction of the indebtedness secured hereby, whether on the premises. In all other cases such insurance proceeds may, at the option of available by the Holder for the rebuilding or restoration of the buildings and improve- after deducting therefrom any expense incurred in the collection thereof, shall be made the insured, and as long as this Trust Deed is not in default, such insurance proceeds, and receipt for any such money. Provided that the insurers do not deny liability as to be paid in regard to such loss. In either case the Holder is authorized to collect (b) to allow First Party to agree with the insurance company or companies on the amount settle and adjust any claim under insurance policies which insure against such risks or (a) to settle and adjust any claim under insurance policies which insure against such risks or 13. In case of loss or damage by fire or other casualty, the Holder is authorized (a) to

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

constituted as regarding the Holder to advance other monies for said purpose. of any such items before making payment of same, and nothing herein contained shall be It shall not be obligatory upon the Holder to inquire into the validity or accuracy secured by this Trust Deed. the Holder may apply any and all sums then on deposit, on account of the indebtedness in the performance of the covenants and agreements of the First Party herein contained, In case of default in the payment of any installments of principal or interest or premiums.

agreements contained relative to the payments of taxes and assessments and insurance shall relieve the First Party from the performance of any of the other covenants and to make up the deficiency; provided, however, that nothing in this paragraph contained, and insurance premiums, the First Party will deposit with the Holder any amount necessary any time the Holder deems the amount deposited insufficient to pay said taxes, assessments such taxes, assessments and insurance premiums as they become due and payable. If at are to be held without interest and are to be applied by the Holder to the payment of and when existing policies of insurance expire. The monies thus deposited with the Holder of months prior to the date when such taxes and assessments will become payable, insurance premiums, less the amount already deposited therefor, divided by the number principal and interest are payable, an amount equal to such taxes, assessments and by this Trust Deed (hereinafter referred to as "Holder") on the dates installments of insurance now in force, the First Party will deposit with the Holder of the Note secured and for the prompt payment of premiums on renewals of policies of fire and other hazard assessments levied or assessed against the premises that will next become due and payable, 11. For the purpose of providing regularly for the prompt payment of all taxes and

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(a) If default shall be made in timely making any payment provided for herein, in the Note or in any of the other documents relating to the loan; or

due and payable, and may be recovered at once, by foreclosure or otherwise; together with all accrued interest thereon, shall at the option of Holder become immediately due and payable, the whole of the principal sum remaining unpaid under the Note, without limitation, the whole of the principal sum remaining unpaid under the Note, under the Note secured hereby or under any other document relating to this loan, including "Events of Default", shall occur, all indebtedness of First Party arising hereunder or more of the following events of default, which events are herein together referred to as 21. Notwithstanding any provisions in this Trust Deed to the contrary, if any one or

20. First Party agrees to pay a late charge of 5 percent of each installment in default more than ten (10) days to cover Holder's additional expense of handling and collecting such delinquent installments. First Party agrees to pay reasonable attorneys' fees, costs and expenses incurred by Holder in collection and enforcement of the Note.

19. That if any action or proceeding be commenced (except any action to foreclose this Trust Deed or to collect the debt secured hereby) to which action or proceeding the Trustee is or becomes a party or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the Trustee for the expense of any litigation (including reasonable attorneys' fees) to prosecute or defend the rights and lien created by this Trust Deed shall on notice and demand be paid by the First Party, together with the interest thereon at the rate provided in said Note, and shall be a lien on said Real Estate, prior to any right or title to, interest in or claim upon the Real Estate, subordinate to the lien of this Trust Deed, and shall be deemed to be secured by this Trust Deed and evidenced by the Note; that in any action or proceeding to foreclose this Trust Deed, or to recover the debt secured hereby, the provisions of law respecting the recovery of costs, disbursement and allowances shall prevail unaffected by this covenant.

18. It is further understood and agreed that the Holder reserves the right to approve and or install professional management of this property at any time this loan is forty-five (45) days in default of any payment.

17. First Party has been advised by its beneficiaries that the loan to be disbursed under the Note is an exempted transaction under the Truth in Lending Act, 15 U.S.C. § 1601 et seq., that the Note and this Trust Deed which its security therefore are to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Paragraph 6404 (4c) of Chapter 17 of the Illinois Revised Statutes.

16. The First Party hereby waives any and all right 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 First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

15. First Party hereby assigns, transfers and sets over unto the Holder 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. Provided that such premises requires rebuilding or restoration and so long as this Trust Deed is not in default, any award, after deducting therefrom any expenses in the collection thereof, shall be made available by the Holder for the rebuilding of the premises in accordance with plans and specifications submitted to and approved by the Holder. In the event said proceeds are made available for rebuilding or restoration by the Holder, the proceeds of the award shall be paid out in the same manner as provided in Paragraph 13 hereof for the payment of insurance proceeds toward the cost of 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 Holder be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

14. First Party hereby declares the entire indebtedness evidenced by the Note to be immediately due and payable and foreclose this Trust Deed immediately or at any time such default occurs. any debt without the prior written approval of the holder or any assignment of all or any part of the beneficial interest of Trustee as security for any debt without the prior written approval of the holder or any assignment of all or any conveyance, mortgage or encumbrance of the premises of any part thereof as security for

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

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 STREETERVILLE 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 26-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 25 LYING WEST OF THE CENTER OF THE PARTY WALL OF THE BUILDING NOW STANDING ON THE DIVIDING LINE BETWEEN LOTS 25 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 STREETERVILLE CENTER CONDOMINIUM ASSOCIATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 26017897, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 21 EASEMENT FOR THE BENEFIT OF LOT 25 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT BETWEEN EDWIN B. SHELDON AND HEATON OWBLEY RECORDED AUGUST 11, 1892 AS DOCUMENT NO. 1715549 ON THAT PART OF LOTS 25 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. 51634 TO HENRY 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.

RECORDING  
BOX 156

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