

UNOFFICIAL COPY

88008251



TRUST DEED

CTTC 8

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made DECEMBER 28, 1987, between LA SALLE NATIONAL BANK, Chicago, Illinois 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 11-1-85 and known as Trust Number -110501, herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY,

an Illinois corporation, 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 SIXTY FIVE THOUSAND SIX HUNDRED TWENTY FIVE and NO/100 (\$65,625.00) Dollars,

made payable to THE ORDER OF BEARER 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 December 1, 1987 on the balance of principal remaining from time to time unpaid at the rate of TEN (10%) per cent per annum in instalments (including principal and interest as follows: NINE HUNDRED NINETY FIVE and 82/100 (\$995.82) Dollars or more on the 1st day of January 1988 and NINE HUNDRED NINETY FIVE and 82/100 (\$995.82) Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of DECEMBER, 1995. 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 instalment unless paid when due shall bear interest at the rate of FOURTEEN (14%) per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in ELMHURST, 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 PATRICIA A. BROWNE, 595 Prospect, Elmhurst, Illinois in said City,

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 situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS to wit:

SEE RIDER ATTACHED FOR LEGAL DESCRIPTION

THIS IS A PART PURCHASE MONEY MORTGAGE (TRUST DEED)

88008251

which, with the property hereinafter described, as 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 in 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, porches, 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.

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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 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

458819



MAIL TO:

DENNIS D. SASSAN, Attorney at Law  
134 North LaSalle Street, Suite 1206  
Chicago, Illinois 60602

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

2314 East 75th Street AND  
2212-16 East 75th Street  
Chicago, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER

policies not less than ten days prior to the respective dates of expiration; the Trustee 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 tax lien or other prior lien or title or claim thereof, or receive from any person any foreclosure affecting said premises or contest any tax or assessment. All moneys 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 Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee 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.

2. The Trustee or the holders of 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 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 thereof.

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 instalment 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 hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or 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 evidence, stenographers' 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 title, title searches and examinations, title policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, 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 hereof 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.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness 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, 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 or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power 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 such 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: (a) 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, (b) the deficiency in case of a sale and deficiency.

7. 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.

8. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 its agents or employees or 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 thereof 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 an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has now placed its identification number on 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 by the persons herein designated as maker thereof.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds 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.

11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

12. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

SEE RIDER ATTACHED FOR ADDITIONAL PARAGRAPHS.

THIS TRUST DEED is executed by the LASALLE NATIONAL BANK 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 said LASALLE NATIONAL BANK hereby 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 LASALLE NATIONAL BANK 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 or 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 the same as far as the First Party and its successors and said LASALLE NATIONAL BANK 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, LASALLE NATIONAL BANK not personally but as Trustee as aforesaid, has caused the same to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK, As Trustee as aforesaid and not personally,

By [Signature] ASSISTANT VICE-PRESIDENT

Attest [Signature] ASSISTANT SECRETARY

Corporate Seal

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 Assistant Vice President and Assistant Secretary of the LA SALLE NATIONAL BANK, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Bank 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 Bank, caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date November 28 1937

[Signature]  
Notary Public

Notarial Seal

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

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 722154

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

BY [Signature] TRUSTEE

ASST. SECRETARY

88008251

RIDER to TRUST DEED dated December 28, 1987, made by LA SALLE NATIONAL BANK, as Trustee under Trust Number 110501 to CHICAGO TITLE AND TRUST COMPANY.

13. LEGAL DESCRIPTION.

PARCEL 1: Lot 11 in Bacon's Windsor Park Subdivision of Lots 16, 17 and the West 1/2 of Lot 18 in Block 8 in Stave and Klemm's Subdivision of the North East 1/4 of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 2314 East 75th Street, Chicago, Illinois.

PTN: 20-25-227-028-0000. *DM*

PARCEL 2: The West 65 feet of Lot 2 in Hooker's Subdivision of the South 120 feet of Lots 11 to 15 both inclusive in Block 8 in Stave and Klemm's Subdivision of the North East quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 2212-16 East 75th Street, Chicago, Illinois.

PTN: 20-25-225-~~026~~<sup>24</sup>-0001. *DM*

14. The First Party agrees to maintain hazard insurance on said premises in the amount of \$65,625.00 and said policy shall name the holder or holders hereof of the Instalment Note secured hereby as the loss payee to the extent of the interest herein.

15. In addition to the monthly payments of principal and interest as set forth in this Trust Deed, First Party shall pay to the holder or holders hereof of the Instalment Note secured hereby each month a sum equal to 1/12th of the annual real estate taxes and 1/12th of the annual hazard insurance premium, and the holder or holders hereof of the Instalment Note secured hereby agrees to apply said tax and insurance deposits as herein provided, in payment of the general taxes assessed against the real estate, and, insurance premiums respectively.

16. First Party will not, without first obtaining the written consent of the holders of the Note secured hereby, mortgage, encumber, sell or assign its interest in the mortgaged premises or this Trust Deed, nor shall First Party permit its beneficiaries to assign the beneficial interest of the Land Trust (except for collateral purposes) nor shall First Party in any other manner impair or threaten to impair the value of the premises or the security of

88008251

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PROPERTY

PROPERTY



the holders of the Note secured hereby for the payment of the debt. The holders of the Note secured hereby may not withhold their consent unreasonably. If all or any part of the premises, or an interest therein, including any beneficial interest in an Illinois Land Trust in which legal title to the premises is held, is sold or transferred by the First Party, or the First Party enters into an installment agreement for deed without the prior written consent of the holders of the Note secured hereby, the holders of the Note secured hereby may declare all the sums secured by this Trust Deed to be immediately due and payable. The prohibition contained herein shall not include (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a security interest in the beneficial interest in an Illinois Land Trust, (c) a transfer by devise, descent or by operation of law upon death of any of the beneficiaries of an Illinois Land Trust in which legal title to the premises is held, or (d) the grant of any leasehold interest of one (1) year or less not containing an option to purchase. Upon the request, from time to time, of the holder of the Note, First Party shall certify to such holder the names of the beneficiary and any and all assignees of any interest thereof.

17. First Party hereby agrees to keep the Premises free and clear of liens and encumbrances of whatsoever type or nature, or if First Party elects to contest such liens and encumbrances, First Party shall indemnify the holders of the Note against losses or damages resulting from such liens and encumbrances in form and substance satisfactory to the holders of the Note and shall obtain such bonds or security relative to such liens and encumbrances as the holders of the Note may require.

18. First Party further covenants and agrees that any and all improvements made on the building or on said premises, and all fixtures placed therein or thereon, subsequent to the date hereof, shall become and remain a part of the real estate without liability or obligation on the part of the holder or holders hereof of the Instalment Note secured hereby to pay for or be accountable to same.

FIRST PARTY:

LA SALLE NATIONAL BANK, as Trustee under Trust Number 110501, and not individually.

BY: [Signature] ASSISTANT VICE PRESIDENT

A. Heest: [Signature]  
ex ASSISTANT SECRETARY

DEPT-01 RECORDING \$14.25  
1#222 TRAN 8490 01/07/88 09:51:00  
#7451 # 18 \*-88-008251  
COOK COUNTY RECORDER

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF  
SEE EXPLANATION ON 2<sup>nd</sup> PAGE OF TRUST DEED

88008251

722154

88008251

14.25

# UNOFFICIAL COPY

*[Faint, mostly illegible text, likely a legal document or official notice.]*

Property of Cook County Clerk's Office

88008251  
10301122

88008251

88008251