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UNOFFICIAL COPY

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TRUST DEED

1988 JAN -7 PH 2:57

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made December 18, 19 87, between Chicago Title and Trust Company, an Illinois corporation, 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 February 27, 1979 and known as Trust Number 1074324, herein referred to as "First Party," and CHICAGO TITLE & TRUST

13.00

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 ONE HUNDRED SIXTY SIX THOUSAND AND 00/100***** Dollars,

made payable to THE ORDER OF ~~INDEX~~ NORTH COMMUNITY BANK 3639 N. Broadway Chicago, IL, 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 Prime+3 percent per annum in instalments (including principal and interest as follows:

Interest ONLY MONTHLY Dollars or more on the 18 TH day of January 19 88 and MONTHLY

hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on demand. 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 Prime+7 percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 NORTH COMMUNITY BANK 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 in full 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 COUNTY OF COOK AND STATE OF ILLINOIS to wit:

PARCEL 1: SUB-LOTS 5, 6, 7 AND 8 (EXCEPT THE EAST 20 FEET OF SAID LOTS AND EXCEPT THE WEST 27.33 FEET OF THAT PART OF SAID LOTS 5, 6 AND 7 LYING NORTH OF A LINE 52 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 5) IN ASSESSOR'S DIVISION OF LOTS 1, 2, 4, 5 AND 6 IN BLOCK 12 IN WOLCOTT'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO PARCEL 2: LOT 3 (EXCEPT THE NORTH 52 FEET THEREOF) IN BLOCK 12 IN WOLCOTT'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THE PROMISES AND OBLIGATIONS AND MADE

which, with the property and improvements thereon and on the premises, are pledged primarily and on a first priority with said real estate and improvements to secure the performance of the obligations hereunder. All rents, issues and profits from the premises are pledged primarily and on a first priority with said real estate and improvements to secure the performance of the obligations hereunder. All rents, issues and profits from the premises are pledged primarily and on a first priority with said real estate and improvements to secure the performance of the obligations hereunder.

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 mechanics 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 monies 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

MAIL TO: NORTH COMMUNITY BANK 3639 N. Broadway Chicago, Illinois 60613

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

500 N. LaSalle St. Chicago, Illinois 60610

PLACE IN RECORDER'S OFFICE BOX NUMBER

BOX 333 - GG

71 49 056 DF 0 Dec 18 87

RECORDED BY NORTH COMMUNITY BANK

88009128

policies not less than ten days prior to the expiration date of expiration; the Trustee of the note may but need not, make any payment or perform any act hereinafter 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 redeem from any tax sale or forfeiture 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 of 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) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation 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 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 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 never 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 makers hereof.

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 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.

The trustee 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 trustee acquiring any interest in or title to the premises subsequent to the date of this Trust Deed

The Bank at any time and from time to time may change the rate of interest applicable to this Note by mailing to the undersigned, at the address last appearing on the records of the Bank, written notice of such change and the effective date thereof; such a changing rate of interest shall be and become effective, and interest at such rate shall begin to accrue on the unpaid principal balance hereof, as of and on the effective date specified in such notice, unless, in the case of an increase in the interest rate, the undersigned, within ten (10) days after such effective date, notifies the Bank in writing that such increase is not accepted and pays in full within said ten (10) day period, the unpaid principal of and accrued interest on this Note.

722218

COUNTY OF COOK } SS.

My Commission Expires 4/2/90
Notary Public, State of Illinois
Lynda S. Barrie
"OFFICIAL SEAL"

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 CHICAGO TITLE AND TRUST COMPANY, 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 Company 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 Company, caused the corporate seal of said Company 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 Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal Date

Notarial Seal Lynda S. Barrie Notary Public

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. 722218 TRUSTEE
BY [Signature] TRUSTEE
AGENT, SECRETARY

88009128

DEC 29 1987

UNOFFICIAL COPY

Form B13 Trust Deed - CTA, Land Trust (Mortgage) - Secured One Instrument Note with interest included in Payment. R.11/75

MAIL TO: NORTH COMMUNITY BANK, 3639 N. Broadway, Chicago, Illinois 60613. 500 N. LaSalle St., Chicago, Illinois 60610. PLACE IN RECORDERS OFFICE BOX NUMBER: BOX 223, CG

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 500 N. LaSalle St., Chicago, Illinois 60610. THIS 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 be damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due the 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 upon written request, to Trustee or to holders of notes, sewer service charges, and other charges against the premises when due, and upon written request, to Trustee or to holders of notes, 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 in and on the premises insured against fire, lightning or windstorm and theft by the insurance company of monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness 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 holder of the note, and in case of insurance above to expire, to deliver renewal.

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. THE PROVISIONS OF WHICH NOTE ARE HEREBY INCORPORATED HEREIN AND MADE PART OF BY REFERENCE WHICH, WITH THE PROPERTY HEREAFTER DESCRIBED, AS REFERRED TO HEREIN AS THE "PREMISES," TOGETHER WITH ALL IMPROVEMENTS, TENEMENTS, TENANTS, EASEMENTS, FIXTURES, AND APPURTENANCES THEREON, INCLUDING, AND ALL TENES, ISSUES AND PROFITS THEREOF, SO LONG AND DURING ALL SUCH TIMES AS FIRST PARTY, ITS SUCCESSORS OR ASSIGNS MAY BE ENTITLED THEREON, WHICH ARE PLEDGED PRIMARILY AND ON PARTIALLY SAID REAL ESTATE AND NOT SECONDARILY, AND ALL APPURTENANCES, EQUIPMENT OR ARTICLES NOW OR HEREAFTER ON THE PREMISES WHICH MAY BE SECURED BY A LIEN OR CHARGE ON THE PREMISES SUPERIOR TO THE LIEN HEREOF, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SCREENS, WINDOW SHADERS, STORM DOORS AND WINDOWS, FLOOR COVERING, HATCH COVERS, STOVE AND WATER HEATER, ALL APPLIANCES, 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.

PROPERTY ADDRESS: 500 N. LaSalle Chicago, Illinois 60610. TAX ID NO. 17-09-245-014. THE PROVISIONS OF WHICH NOTE ARE HEREBY INCORPORATED HEREIN AND MADE PART OF BY REFERENCE WHICH, WITH THE PROPERTY HEREAFTER DESCRIBED, AS REFERRED TO HEREIN AS THE "PREMISES," TOGETHER WITH ALL IMPROVEMENTS, TENEMENTS, TENANTS, EASEMENTS, FIXTURES, AND APPURTENANCES THEREON, INCLUDING, AND ALL TENES, ISSUES AND PROFITS THEREOF, SO LONG AND DURING ALL SUCH TIMES AS FIRST PARTY, ITS SUCCESSORS OR ASSIGNS MAY BE ENTITLED THEREON, WHICH ARE PLEDGED PRIMARILY AND ON PARTIALLY SAID REAL ESTATE AND NOT SECONDARILY, AND ALL APPURTENANCES, EQUIPMENT OR ARTICLES NOW OR HEREAFTER ON THE PREMISES WHICH MAY BE SECURED BY A LIEN OR CHARGE ON THE PREMISES SUPERIOR TO THE LIEN HEREOF, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SCREENS, WINDOW SHADERS, STORM DOORS AND WINDOWS, FLOOR COVERING, HATCH COVERS, STOVE AND WATER HEATER, ALL APPLIANCES, 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.

Sub-lots 5, 6, 7 and 8 (except the East 20 feet of said lots and Except the West 27.33 feet of that part of said lots 5, 6, and 7 lying North of a line 52 feet South of and Parallel with the North line of said lot 5) in Assessor's division of lots 1, 2, 4, 5 and 6 in Block 12 in Wolcott's Addition to Chicago, a subdivision of the East 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. TAX ID NO. 17-09-245-014. PROPERTY ADDRESS: 500 N. LaSalle Chicago, Illinois 60610.

THIS INDENTURE, made December 18, 1987, between Chicago Title and Trust Company, an Illinois corporation, 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 February 27, 1979, and known as Trust Number 1074324, herein referred to as "Trust Party," and CHICAGO TITLE & TRUST, an Illinois corporation, herein referred to as "Trustee," witnesses: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of ONE HUNDRED SIXTY SIX THOUSAND AND 00/100***** made payable to THE ORDER OF BANK OF NORTH COMMUNITY BANK, 3639 N. Broadway Chicago, Ill., 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 specified the sum and interest from date of disbursement of principal; and

of principal; and Dollars or in payment of principal payments on account balance and the house or trust or writing appointing NOW, THEREFORE provisions and limitations and the acknowledged, the COUNTY OF Cook, Illinois, described hereon.

COOK COUNTY, ILLINOIS FILED FOR RECORD 88009128 1988 JAN -7 PM 2:57 TRUST DEED 722218

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NOT RECORDED IN NORTH COMMUNITY BANK

71199056 050 Dec 1987



FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE RECORD.

IMPORTANT! The Installation Note mentioned in the within Trust Deed has been identified herewith under Identification No. 722218

Notarial Seal: Lynda S. Barrie, Notary Public, State of Illinois, My Commission Expires 4/2/90. 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 CHICAGO TITLE AND TRUST COMPANY, 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...

722218 principal of and accrued interest on this Note.

The Bank at any time and from time to time may change the rate of interest applicable to this Note by mailing to the undersigned, at the address last appearing on the records of the Bank, written notice of such change and the effective date thereof; such superseding rate of interest shall be and become effective, and interest at such rate shall begin to accrue on the unpaid principal balance hereof, as of and on the effective date specified in such notice, unless, in the case of an increase in the interest rate, the undersigned, within ten (10) days after such effective date, notifies the Bank in writing that such increase is not accepted and pays in full within said ten (10) day period, the unpaid principal of and accrued interest on this Note.

The trustee 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 or judgment or judgment of the trustee or its assigns in or to the extent of any interest in or title to the premises subsequent to the date of this Trust Deed.

The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

1. The word "note" when used in this instrument shall be construed to mean "note" as defined in the Illinois Trust and Trustee Act. Any successor in Trust, or Successor in Trust, shall be deemed to have assumed the obligations of the Trustee under this instrument. The Trustee shall be deemed to have assumed the obligations of the Trustee under this instrument.

2. The Trustee shall have no duty to examine the title, location, existence or condition of all premises, or to inquire into the validity of the signatures of the grantors hereon. The Trustee shall have no duty to examine the title, location, existence or condition of all premises, or to inquire into the validity of the signatures of the grantors hereon.

3. Upon, or at any time, for the purpose of foreclosing this trust deed, the court in which such bill is filed may appoint a receiver of said premises, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their right may appear.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or of Trustee shall have the right to foreclose the indebtedness hereby secured. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or of Trustee shall have the right to foreclose the indebtedness hereby secured.

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 proceeding, including all such items as are mentioned in the preceding paragraph; second, all other items which under the terms hereof constitute indebtedness secured hereby; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their right may appear.

6. The Trustee or the holder of the note hereby secured making any payment hereof shall be deemed to have made such payment to the Trustee or the holder of the note. The Trustee or the holder of the note hereby secured making any payment hereof shall be deemed to have made such payment to the Trustee or the holder of the note.

7. The Trustee or the holder of the note hereby secured making any payment hereof shall be deemed to have made such payment to the Trustee or the holder of the note. The Trustee or the holder of the note hereby secured making any payment hereof shall be deemed to have made such payment to the Trustee or the holder of the note.

8. The Trustee or the holder of the note hereby secured making any payment hereof shall be deemed to have made such payment to the Trustee or the holder of the note. The Trustee or the holder of the note hereby secured making any payment hereof shall be deemed to have made such payment to the Trustee or the holder of the note.

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UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE FOLLOWING INFORMATION:

The instrument described in the within Trust Deed has been identified herewith under Identification No. 222218

Notary Public Lynda S. Barrie Date DECEMBER 29 1987

"OFFICIAL SEAL" Lynda S. Barrie Notary Public, State of Illinois My Commission Expires 4/2/90

and as the free and voluntary act of said Company for the uses and purposes... and the free and voluntary act of said Company, caused the corporate seal of said Assistant Secretary to be affixed to said instrument...

STATE OF ILLINOIS, COUNTY OF COOK } ss.

CHICAGO TITLE AND TRUST COMPANY, Vice President and Assistant Secretary

By Lynda S. Barrie Notary Public

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally.

THIS TRUST DEED is executed by the Chicago Title and Trust Company, 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 Chicago Title and Trust Company, 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 part of said Chicago Title and Trust Company...

ASSISTANT VICE-PRESIDENT

ASSISTANT SECRETARY

Attest

Corporate Seal

Notary Seal

Notary Public

Date

Identification No.

Trust Deed

Chicago Title and Trust Company

Notary Public

State of Illinois

County of Cook

Trust Deed

Chicago Title and Trust Company

Notary Public

State of Illinois

County of Cook

Trust Deed

Chicago Title and Trust Company

Notary Public

State of Illinois

County of Cook

Trust Deed

Chicago Title and Trust Company

Notary Public

State of Illinois

County of Cook

Trust Deed

Chicago Title and Trust Company

Notary Public

