

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

88074380

TRUST DEED

1988 FEB 22 AM 10:40

88074380

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 10, 1988, between Amalgamated Trust & Savings Bank, an Illinois Banking Corporation, 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 February 9, 1988 and known as trust number 5340, herein referred to as "First Party," and Amalgamated Trust & Savings Bank

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 Three Hundred Seventy Five Thousand and no/100 (\$375,000.00)-----

----- Dollars, made payable to ~~BEARER~~ Amalgamated Trust & Savings Bank 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 February 19, 1988 on the balance of principal remaining from time to time unpaid at the rate of 10.5 per cent per annum in instalments as follows: Three Thousand Seven Hundred Seventy-One and 77/100 (\$3,771.77)

Dollars on the 10th day of April 1988 and Three Thousand Seven Hundred Seventy-One and 77/100 (\$3,771.77)

Dollars on the 10th 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 9th day of March 1993

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 seven per cent 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 Amalgamated Trust & Savings 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 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOTS 15, 16 AND 17 IN IRVING H. FLAMM AND OTHERS ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 60 RODS OF THE EAST 65 2/3 RODS OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF CENTER OF NORWOOD STREET (EXCEPT THE WEST 5 ACRES THEREOF AND EXCEPT THE EAST 4 ACRES THEREOF, AND EXCEPT THAT PART OF SAID TRACT HERETOFORE DEDICATED FOR PUBLIC STREETS), IN COOK COUNTY, ILLINOIS.

14⁰⁰

P.I.N. 14-06-119-005-0000, VOL. 474

D-E-O
ALL
SB

This Instrument prepared by:
John L. Mullen, Sr. V.P.
Amalgamated Bank
One W. Monroe St.
Chicago, IL 60603

88074390

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 thereon for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, ladder beds, awnings, gloves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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

DELIVERY INSTRUCTIONS
NAME JOHN L. MULLEN
STREET Amalgamated Bank
CITY 1 W. MONROE ST
CHICAGO, ILL 60603
OR BOX 333-GG
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
PERMIT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
6101-15 N. Hoyne
Chicago, Illinois

NA JMC
67 71 50 815 ESC # 662170

UNOFFICIAL COPY

Instalment Note

\$ 375,000.00

Chicago, Illinois, February 10, 1988

FOR VALUE RECEIVED, Amalgamated Trust & Savings Bank, a corporation duly organized and existing under and by virtue of the laws of the State of 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

2/9/88 and known as Trust Number 5340, hereby promises, out of that portion of the Trust Estate subject to said Trust Agreement specifically described in the Trust Deed given to secure the payment hereof, to pay to the order of Amalgamated Trust & Savings Bank in the manner hereinafter and in said Trust Deed provided, the principal sum of Three Hundred Seventy Five / ^{Thousand} Dollars and interest on the balance of principal remaining from time to time unpaid at the rate of ten and $\frac{1}{2}$ (10.5)

per cent per annum in instalments as follows: Three Thousand Seven Hundred Seventy-One and 77/100

Dollars on the 10th day of April, 1988, and Three Thousand Seven Hundred Seventy-One and 77/100 Dollars on the 10th day of each month

thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 9th day of March, 1993. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each of said instalments unless paid when due shall bear interest after maturity at the rate of fifteen per cent per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Amalgamated Trust & Savings Bank in said City.

88074380

The payment of this note is secured by trust deed, bearing even date herewith, to Amalgamated Trust & Savings Bank, Trustee, on real estate in the County of Cook, Illinois. It is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case at any time hereafter the right to foreclose the said trust deed shall accrue to the legal holders hereof under any of the provisions contained in said trust deed.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

This note is executed by Amalgamated Trust & Savings 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 is payable only out of the property specifically described in said Trust Deed securing the payment hereof, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Trust Deed, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Trust Deed given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Trust Deed set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

This is to certify that this is the instalment note described in the within mentioned Trust Deed.

Identification No.

Trustee

AMALGAMATED TRUST & SAVINGS BANK,
As Trustee as aforesaid and not personally.

By

William R. ...
Assistant Vice-President

ATTEST

Sally ...
Assistant Secretary

UNOFFICIAL COPY

Date

Amount \$

Instalment

Last Payment 1/1/11

FORM 1011A 8/11

Endorsed by One Year Mortgage Bank
Chicago, Ill. Illinois

Endorsed and Indorsed by the holder of this note in

RECEIVED IN
GOOD CONDITION

Property of COOK COUNTY

FOR VALUE RECEIVED and to induce you to extend credit to the maker of this note or to lend him from immediate collection proceeds, we, the undersigned, do hereby jointly and severally guarantee the payment of the within note and any and all instalments thereon as and when they become due in accordance with its terms, or if the maturity date of the within note or any instalment thereon is extended or accelerated, its maturity at any time thereafter, with interest at _____ per annum from the maturity date of the within note or from the maturity date of any or all instalments thereunder until paid, and agree to pay all costs, expenses, and attorney's fees paid or incurred in collecting the same from, or in prosecuting any suit against any one or more of the maker, endorser, or guarantors of said note. The undersigned hereby consent that the securities or collateral for the said loan may be exchanged or surrendered from time to time, or the payment of any securities or collateral securing said note may be extended from time to time, without notice to the undersigned. The undersigned hereby waive any and all demand, notice, protest, and notice of present or any type of non-payment which the undersigned may or might be entitled and have to adhere to this guarantee without notice.

The undersigned consent without notice of pay, that he pay and all extensions of time, renewals or changes in the terms and terms of payment made or hereafter to be made, by the holder of this note. Nothing except such payments as fall to the holder of this note shall release the undersigned. The holder need not be any security or collateral securing this note or guarantee or any other person for the payment of this note but any proceeds against the undersigned and each of them immediately upon delivery of this note by the maker.

To secure the payment of and interest due on or to become due hereunder, the undersigned, each of them, hereby authorizes irrevocably any attorney of any court of record to appear for the undersigned or any one or more of them in such court, in term time or vacation, if and when called on by the holder of this note, and to defend and prosecute the same, and to take any and all other steps necessary for the protection of the holder of this note, and to waive and release all errors which may intervene in any such proceeding, and to consent to immediate execution upon such judgment, hereby giving, ratifying, and confirming all that said attorney may do by virtue of this authorization, notwithstanding any provision hereof or of any applicable law. If this note does not evidence a debt created for business or commercial purposes, the holder irrevocably consents, waives and releases all rights to place a lien against by virtue of a judgment entered by a court of record on any residential real property in which the undersigned debtor now or hereafter has an interest.

Any holder of this note from the legal holder of the within note to the undersigned or any or either of them may be appropriated and applied hereon, as well before as at or after the maturity of the within note. If this guarantee is signed by more than one person, every obligation, agreement and waiver of the undersigned shall be joint and several.

Name _____ Date due _____

Note \$ _____

Total _____

Payments: _____

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Address _____

City & State _____

Address _____

City & State _____

Address _____

City & State _____

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RECORDED
INDEXED

Property of Cook County Clerk's Office

10/1/2010