

UNOFFICIAL COPY

88132067

2007

TRUST DEED
71-54-311 (02)

1988 MAR 31 PM 3:19

88132067

THE ABOVE SPACE FOR RECORDING USE ONLY

This Indenture, Made March 30 1988, between Affiliated Bank/Western National
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 March 29, 1988 and known as Trust No. 10505
herein referred to as "First Party," and LYNN FEIGER of Chicago, Illinois
herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even
date herewith in the principal sum of SEVEN HUNDRED SEVENTY THOUSAND AND NO/100
----- (\$770,000.00) -- DOLLARS,
made payable to 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 as follows:

\$770,000 to be paid on or before March 31, 1989; with interest on the principal balance
from time to time unpaid at the rate of two (2%) per cent per annum in excess of the prime
rate of interest as publicly announced from time to time by Affiliated Bank/Western National
of Cicero, Illinois, in effect on the 1st day of each month, said interest to be computed on
a 360 day year and to be payable on the 1st day of each month beginning May 1, 1988. Maker
agrees to pay out of the Trust Estate reasonable attorneys' fees, costs and expenses incurred
by Holder in collection and enforcement of said note; 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 Affiliated Asset-Based Lending Services, Inc., 8700 N. Waukegan Road,
Morton Grove, Illinois.

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
presente grant, release, release, often and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the
COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Parcel 1:

The West 1/2 of the East 1/2 of the Northwest 1/4 of Section 10, Township 38 North,
Range 13 East of the Third Principal Meridian (except from the above described
tract the South 1040 Feet and the North 1355 Feet thereof and also except the West
333 Feet thereof) also

Parcel 2:

An irregular parcel of land in the East 1/2 of the Northwest 1/4 of Section 10,
Township 38 North, Range 13 East of the Third Principal Meridian described as follows:
Commencing at a point on the North line of said Northwest 1/4, 333 Feet East of the
West line of the East 1/2 of said Northwest 1/4, thence Southerly on a line 333 Feet
East of and parallel with said West line a distance of 1309.50 Feet; thence
Northwesterly making an angle to the Northwest of 45 Degrees a distance of 203.01 Feet
to a point 189.45 Feet East of the West line of said East 1/2 of the Northwest 1/4;
thence continuing Northwesterly on a curved line convex to the Southwest and tangent
to the last described course, having a radius of 299.57 Feet an arc distance of 199.52 Feet
to a point which is 103.84 Feet East of said West line of the East 1/2 of the Northwest
1/4, thence Northwesterly tangent to the last described curve, a distance of 175 Feet
to a point which is 83 Feet East of said West line of the East 1/2 of the Northwest 1/4;
thence Northerly on a line 83 Feet East of and parallel with said West line a distance
of 1316.82 Feet more or less to a point on the North line of said Northwest 1/4;
thence East along said North line a distance of 250 Feet to the place of beginning,
(except therefrom that part thereof which lies South of the North line of the South
1040 Feet, and North of the South line of the North 1358 Feet of said East 1/2 of the
Northwest 1/4 of Section 10), all in Cook County, Illinois commonly known as
4900 South Kilbourn Avenue, Chicago, Illinois. P.I.N. #19-10-104-028-0000

As Trustee as aforesaid and not personally.

By Carol Ann Wyber
Carol Ann Wyber Vice-President

ATTEST Rosemaria J. Baran
Rosemaria J. Baran Assistant Secretary

13.00

STATE OF ILLINOIS,) ss.
COUNTY OF COOK

*AFFILIATED BANK/WESTERN NATIONAL

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 AFFILIATED BANK/WESTERN NATIONAL, 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 pur-
poses therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as cus-
todian 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 volun-
tary 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 this 30th Day of March A.D. 19 88

OFFICIAL SEAL
DOLORES PARA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 16, 1991

Dolores Para
Notary Public

NAME
ADDRESS
CITY
INSTRUCTIONS

AFFILIATED ASSET-BASED LENDING SERVICES, INC.

8700 N. Waukegan Rd.
Morton Grove, IL 60053

4900 S. Kilbourn Avenue
Chicago, Illinois

FOR INFORMATION ONLY - NOT TO BE USED FOR ANY OTHER PURPOSE

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTES RECEIVED BY THIS TRUST DATED SHOULD BE DEPOSITED
IN THE TRUST FOR THE PROTECTION OF THE BORROWER.

MEMORANDUM

This file mentioned in the within Trust Deed has been handled by the
Trustee as follows:

11. Richard I. Clifford of Morton Grove, Illinois shall be designated as Successor Trustee
on the resignation or inability to act of the Trustee, and do hereby release and waive the right to retain
possession of said real estate after default in payment or breach of the covenants and
agreements herein contained.

12. Trustee and beneficiaries have and do hereby release and waive the right to retain
possession of said real estate after default in payment or breach of the covenants and
agreements herein contained.

13. Trustee shall have the right to sell, lease, convey, mortgage, or otherwise dispose of the real estate
subject to this trust in the event of default in payment or breach of the covenants and
agreements herein contained.

14. Trustee shall have the right to execute and deliver to the lender any and all documents
necessary to carry out the terms of this trust, including but not limited to
assignments, assignments of interest, and assignments of proceeds.

15. Trustee shall have the right to execute and deliver to the lender any and all documents
necessary to carry out the terms of this trust, including but not limited to
assignments, assignments of interest, and assignments of proceeds.

16. Trustee shall have the right to execute and deliver to the lender any and all documents
necessary to carry out the terms of this trust, including but not limited to
assignments, assignments of interest, and assignments of proceeds.

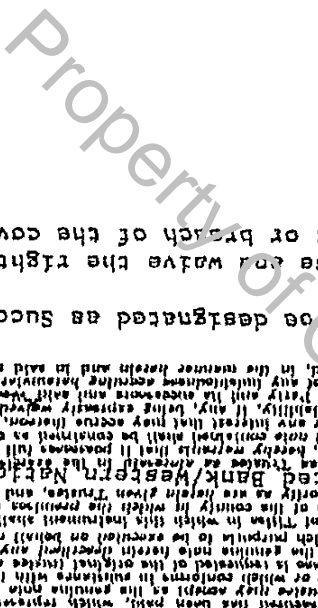
17. Trustee shall have the right to execute and deliver to the lender any and all documents
necessary to carry out the terms of this trust, including but not limited to
assignments, assignments of interest, and assignments of proceeds.

18. Trustee shall have the right to execute and deliver to the lender any and all documents
necessary to carry out the terms of this trust, including but not limited to
assignments, assignments of interest, and assignments of proceeds.

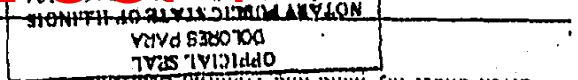
19. Trustee shall have the right to execute and deliver to the lender any and all documents
necessary to carry out the terms of this trust, including but not limited to
assignments, assignments of interest, and assignments of proceeds.

20. Trustee shall have the right to execute and deliver to the lender any and all documents
necessary to carry out the terms of this trust, including but not limited to
assignments, assignments of interest, and assignments of proceeds.

490023388



UNOFFICIAL COPY



Given under my hand and Notarial Seal this 19th Day of March A.D. 19 88

1. 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 **WESTERN BANK NATIONAL BANK OF CHICAGO**, 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 no force or coercion was used upon them and no fraud was practiced upon them and that they were fully advised of the contents of the said instrument and the effect thereof and that they executed the same for the purposes and purposes therein set forth.

Witness my hand and Notarial Seal at Chicago, Illinois, on the above day and date.

By Carol Ann Weber, Vice-President
ATTEST: Romualdo J. Barron, Assistant Secretary



PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE ABOVE SPACE FOR RECORDING USE ONLY

1988 MAR 31 PM 3:19
88132067
3 2 0 6 7
88432067
COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD

TRUST DEED
71-54-311 (CO2)
E/104
(2)

TO HAVE AND TO HOLD the premises hereunto and herein specified on page 2 (the reverse side of this instrument) are incorporated herein by reference and are a part hereof.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and Notarial Seal at Chicago, Illinois, on the day and date first above written, and the copy hereof is being recorded by the Clerk of Cook County, Illinois, and I hereby certify that the same is a true and correct copy of the original instrument as the same appears on file in the office of the Clerk of Cook County, Illinois.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness hereunder 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 here 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 encumbrances 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 receipt of satisfactory evidence of the discharge of such lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon 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 weekly or monthly installments are due, 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; (8) pay in full under protest in the manner provided by statute, any taxes or assessments 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 holders of the note, such policies to be attached to each policy and to deliver to Trustee, including additional and renewal policies, to holders of the note and in case of insurance claim to assist in delivery of payment of such loss then ten days prior to the respective dates of expiration then Trustee or the holders of the note may, but need not, make any payment or settlement any net balance to be set forth in any final and interim accounts rendered, and may, but need not, make full or partial payments of principal or interest or plus accumulated interest, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or liens or claims thereon, or refrain from any tax sale or foreclosure affecting said premises or interest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced for the holders of the note in payment of the foregoing indebtedness, and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and will interest thereon at the rate of seven per cent per annum, fraction 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 the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received 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, foreclosure, tax lien or claim therefor.

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 to the contrary hereof, become due and payable immediately in the case of default in making payment of any installment of principal or interest on the note or on the interest thereon, such 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 an 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for advertising, and expert witnesses, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of the trustees or of any other moneys advanced for the holders of the note in connection with the proceedings, and the costs of the sale of any property, including attorney's fees, and any other moneys advanced for the holders of the note in connection with the proceedings, and the costs of the sale of any property, including attorney's fees, and any other moneys advanced for the holders of the note in connection with the proceedings, shall be as much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, fraction 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.

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; second, on account of the principal and interest remaining unpaid on the note hereof; any surplus in 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 pendency or insolvency at the time of application for such relief, of the debtor or obligor in the note or in this trust deed. The receiver of said premises may be appointed as such receiver, and without regard to the nature of the bill, whether the same shall be then occupied as a residence or for other purposes, and whether or not such receiver may be appointed as such receiver, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to conduct such sale, lease, 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 this trust deed to the interest on the note in whole or in part or (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale at 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, nature, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by a letter hereof, but 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 hereof by a power 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, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by First Party and where the release is requested of the original trustee and it has never exercised a certificate on any instrument identifying same as the note described herein, if any except as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained in the note and which purports to be executed on behalf of First Party.

10. Trustee may retain by instrument in writing filed in the office of the Clerk of the County of Cook, Illinois, 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, and any Trustee or Successor shall be entitled in reasonable compensation for all acts performed hereunder. Affiliated Bank/Western National

- 11. Richard I. Gilford of Morton Grove, Illinois shall be designated as Successor Trustee on the resignation or inability to act of the Trustee.
12. Trustee and beneficiaries have and do hereby release and waive the right to retain possession of said real estate after default in payment or breach of the covenants and agreements herein contained.

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

The Note mentioned in the within Trust Deed has been identified herewith under Identification No.
by Vice President

NAME AFFILIATED ASSET-BASED LENDING SERVICES, INC.
STREET 8700 N. Waukegan Rd.
CITY Morton Grove, IL 60053
INSTRUCTIONS
RECORDING'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
4900 S. Kilbourn Avenue
Chicago, Illinois

884322157