TRUST DEED

THIS INDENTURE made April 6, 1988 between FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank and in pursuance of a Trust Agreement dated January 11, 1988 and known as Trust Number 10034, hereinafter referred to as the "Mortgagor", does hereby Mortgage and Warrant to CHICAGO TITLE & TRUST COMPANY, an Illinois corporation, Trustee of Chicago, Illinois, hereinafter referred to as the "Trustee", the following real estate, situated in the County of Cook in the State of Illinois, to wit:

That part of Lots 2, 3, 4, 5, 6 and 7 in Elijah Smith's Subdivision of Block 42 in Canal Trustee's Subdivision of the West 1/2 of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the Northeas: corner of said Lot 5 and running thence West along the North line thereof and of said Lot 2 (said North line being also the South line of an alley) to a point 100 feet East of the West line of said Lot 2; thence due South to a point 9 1/2 feet South of the South line of said Lot 2; thence Southeasterly on a line parallel with the West line of Lots 6 and 7 to a point 25 feet North of the South line of Lot 4, aforesaid; thence Bast on a line parallel with the North line of said Lote 2 and 5 to the West line of Cottage Grove Avenue, thence northwesterly along the West line of Cottage Grove Avenue to point of beginning also that part of Block 42 in Canal Trustees' Subdivision above described described as follows: Commencing at the Southeast corner of said Block, chence West along the South line of said Block 150 feet; thence North 25 feet; thence East parallel with the South I of said Block to the West line of Cottage Grove Avenue; thence Southeasterly along the West line of said Avenue to the point of beginning also Lots 1 and 2 and the private alley lying West and adjoining said Lots 1 and 2 as shown on the Plat of long and others subdivision of Block or Sub-lot 51 recorded August 12, 1873 in Book 5 of Plats, Page 81 as Document Number 119995, in Canal Trustees' Subdivision above described in Cook County, Illinois also that part of Lot 3 in James Long and Others Subdivision of Block or Sub-lot 51 of Canal Trustees' Subdivision of the West 1/2 of Section

Assert through a solid gate yet anyon the name of according to the solid to the sol

The second of the minimum of the second of t

The content of the second of the content of the con

27, Township 39 North, Range 14 East of the Third Principal Meridian, lying Northwesterly of a straight line drawn from a point in the West line of said Lot 3, 3 feet Northerly of the Southwesterly corner of said Lot 3 to a point in the Easterly line of said Lot 3, 5.6 feet Southeasterly of the Northeasterly corner of said Lot 3, in Cook County, Illinois.

Address of Property: 2412 South Cottage Grove, Chicago, IL 62616

P.1.N.: 17-27-119-024, 17-27-119-025, 17-27-119-026 and 17-27-119-049,

which, with the property hereinafter described, is referred to herein as the "premises",

fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor 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, awnings, stoves and water heaters. All of the foreging 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 Mortgagor or its successors

24. Long to Long the later with the control of t

And the second and the second of the second

19 1 - 19

en and the state of the state o

The second of th

A significant or bear considered and the considered

or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises with said appurtenances, apparatus and fixtures unto said Trustee, its successors and assigns, forever, for the purpose and uses herein set forth.

TO SECURE: The payment of a certain indebtedness from the Mortgago: to the Trustee in the principal sum of TWENTY FIVE THOUSAND & NO/100 (\$25,000.00) DOLLARS together with interest thereon as provided by a note of even date herewith made by the Mortgagor in favor of the Trustee evidencing said indebtedness, said principal and interest being payable as provided in said not until the entire sum is paid.

IT IS FURTHER UNDERSTOOL AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of Mortgagor, 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 mechanic's 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 note; (4) complete within a reasonable time any building or buildings now or at any time in

tions and the daing the hardened as he is been by both to be a

andre statistica de la companie de l Companie de la compa

. For each (x_0,x_1,x_2,\dots,x_n) , which is the same

: THE STATE OF STATE OF THE STA

A Same of the first order of the control of the con

A modification of detection of the entire of the entire

rendiktera opprengen i momer far tog from elder en toller og ligger og en talbeler.

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) 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; (7) pay in full under protest in the manner provided by statute, any tax or assessment which mortgagor may desire to contest; (8) 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 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, such rights to be evidenced by the standard trust deed clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of note, and in case of insurance about to expire, to deliver renewal policies not less than 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 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,

The same of the sa

UNOFFICIAL COPY

the domain of growth (f) year house flow to come on a control of was not demanded disky amountailine to profession of the contract o alesto, pelaneg son unabel sog (8), the elliper in the compact of the sandque a sproute an hio box trappers converse to the contract escribing and the parent of the relation to the parent series and the experience of the contract of the contra great pair adaption of the best of the entropy and pathicly politing the colors will articles and the day now is the article and that if The Decree to the West and និសាស្សា ស្តីស្តី<mark>នេះ។ មេស</mark>្តា និសាសមា មេស្សីមួស នៅ នៅ ស្រុក និងស្រាស់ស្តីស្តីស្តីស the grand pullence of advances grant track it was be to large wilke to morrow any faritation of the star when it is look with grandoung term again to recent administration to be given and

٠.

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 or the holders of the note to protect the mortgaged premises and the lien hereof shall be so much additional incontedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of interest then in effect, under said Note. Inaction of Trustee or helders of note shall never be considered as a waiver of any right according 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 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 forfeitore, tax lien or title or claim thereof.
- 3. At the option of the holders of the note, 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) thirty days after the occurence of a default in making payment of any installment of principal or

A company of the second control of the second control of the contr

The control of the sold of the

The logic of the contract of the bolders of the notes of the contract of the c

interest on the note and after thirty days written notice to cure said default and the default is not cured within said time, or (b) in the event of the failure of Mortgagor or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for ten days after service of written notice of breach of covenant upon mortgagor, said option to be exercised at any time after the expiration of said ten day period.

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 indebtodness 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, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Truates 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

on the control of the section of the control of the we consider the tip of superprese it conside the early accommodate of the as as the control of the entrology of the entrology as a finite set Carl and and one from Alagh Man of hour for the care morph dependent to durietel to reading actives in the early as I bit. er 🐧 (1907) om i 🐧 generate ben independent och dar der lege av ett 🔾 umppleben me often will 30 a related to the little ac no no nd columnit to being it year forthe assertion is ្ន រួមប្រៀបទីក្សាសាល្អបារ ១៩មាំ ១៩៦០ properties and another for the participation of the tree control ed que divide) ration bas siere desse léding (nebice et en ាមស ស ១៩ស្គ្រស់ស សារីជាតិស ខ្លាស់ដែល ដីស ១៨៦៩១៦៩៩ tro. , seemottic on who seem a tolicy of the enmonograph or salded of congress and the conservation of or subtle garageer glow cover to a subtifut one store to Britis tile yns de anothic of out is not be to and to modify based early eath of each order to the control of the first They are purposed from the Albanda to the contraction of the contraction of representation of the first state and appropriate the state of the state of the contract of the state of the

so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, 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 Mortgagor, 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

The state of the s

UNOFFICIAL COPY

The problem of the grieve for a proportion to the content of the c

i all primer registration of the contract of the first of the contract of the

The posterior private of the posterior of the constant posterior of th

(a) STIA consequELE with a Fire out of the consequence of the conse

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 redeption, whether there by redemption or not, as well as during any further time when Mortgagor, 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 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: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust ded. 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 and deficiency.

device that multiple beings the second will be a given determine the contract of of the part of the larger than the state of the control of the con at the solution of the free cyclineral from them was also also been rain to the conservamedicines of paint course hald seamneds for confinence but the first of the co-The thirty to hereard and appeared with the first and has an even a first of a contract of is the anglewed finds nevious stock thousand the first refer effective in the contract each orabica of daily progression of the The Discussion of the State of Marketon Committee of the State of the ក្រុមសម្បាស់ ស្នាក់ ស<mark>មនិយាយ លោក ស៊ីប៉ុស្គា សុខ ស្រី</mark>សុស បាស អាយុ បីស្តែកពីរ ការប្រើបាយ បានប្រាស់ ស្រ come distante ed belolone ed liferer que en em mare be en el tranat street place of committee harmone essabatomes, afficial in ្រុម ខេត្ត ស្ថិត្ត និងស្ថិត និងស្ថិត សុវាស្រែក ស្រែក សុវាស្រែក សុវាស្រែក សុវាស្រីការ៉ា សុវាស្រីការ៉ា សុវា recently to reform the dwg where he are He was he taken in a contrada than to granical and sets (2) in the equation of the sec-

١,

- 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, nor shall Trustee be obligated to record his trust deed or to exercise any power herein fiven unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross regligence 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.
- EVERGREEN PARK, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by FIRST NATIONAL DANK OF EVERGREEN PARK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, FIRST NATIONAL BANK OF EVERGREEN PARK, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said

ter en esta different para media della dispersionali di la companya di la company one of the least three first and the contract of the contract Country on the Control Broading and the Color of the Control in a constant of the company of the constant o and religious first and goes have expenses on the contract of the contract of TOWNS THE SPATING OF HE RESERVED BUILDING A DESCRIPTION OF THE SPACE O new Properties of the application of the confidence of the properties of the confidence of the confide The second of the second graduate is the large condition of the sign of the second second second second second alignera a 🗘 🌬 turbo per signi relative le responsible la responsible la la responsible la responsibilità la responsib yarasıda iyas in közünekar salınını yardı kanı katılıktı de kalıktır. and the rise is install for the first of the first of the first to apple damologic grain region to be at a second of for "Tigorado do entret" de enireiro do como por en ుందికుండాని అయ్యకుకుండా, అంటింగా కృత్తి మందుకుక్కుండా కృత్తి కార్యకుక్కుండానికి కొర్పారు. మందుకుక్కు కొర్పారు ស្រុក ទី១ ៣ **នេះសារ ព្រះសម្រានប៉ុស្សជាជន់ស្**រាស់<mark>។ ២០១</mark>១១១ ១០១២ ១០១២ ១០១១ ១០១១ one object allocate encourance expensions of all the recent is turned to be a considered tion of the fare board of the property of the contract of the property of the Size his not throughten inch become and the tree type and and the called the recorder. TO MEAN WASHINGH PROLETY OF BEHAVIOR TON THE TOTAL សត្វ នេះសង្គារ សំរាន់ និធី កាសស្រែងការសេចក្ដីស្រាន់ ស្រីការសេច ព្រះសង្គារ ប្រការសង្គារ ស្រុក ប្រការសង្គិ is gottined becoming on his committee to of a confine too. ad mile grada thata you ago allow to be good to also a second CONTRACTOR SO REAR MARK SON TO BE A LEGAL FOR BUILDING TO BE From the transfer of the matter of the state Figure 4. The arterial decomposity of the fact bed a first like or or

principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by and through the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that FIRST NATIONAL BANK OF EVERGREEN PARK individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the proverty hereby mortgaged and the rents, issues and profits thereof.

egrant for the digret on fewer that a single process is

Paul Seminam Manischem geboteil gestellige von der den 1900 in 1900 in

. Charley in a very constant of the constant

Treatened disease question est a femiliares des includes internitarial treatened was avant arrespector for a case becape for the construction of a construction of the second of the sec

723424

the center industrant profits therees.

UNOFFICIAL CQRY .

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF EVERGREEN PARK not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President & Trust Officer, and its corporate seal to be hereunto affixed and attested by its Land Trust Officer, this 6th of April, 1988.

ATTEST:

Land Trust Office LAND TRUST ADMIN

THIS DOCUMENT PREPARED BY:

ANTHONY J. LEPORE

OZINGA, LEPORE, CAMPBELL & LORD

Attorneys at Law

3101 West 95th Street

Evergreen Park, IL 60642

FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee as aforesaid & not personally

SENIOR VICE PRESIDENT & TRUST OFFICER

THE INSTALLMENT NOTE MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED HEREWITH UNDER IDENTIFICATION # 723424

Mail to

College And Colleg Richard S. Rosen 180 N. Michigan Ave Suite 900 Chicago, Illinois 60601

BOX 333 - TH

THE AREA PURSON TO MEST WAR FOR THE MENT OF MENT OF THE CONTRACTOR

H County Clark's Office

UNOFFICIAL, GQPY,

STATE OF ILLINOIS)

SS

COUNTY OF COOK

THE UNDERSIGNED, A Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JOSEPH C. FANELLI SR., Vice President and Trust Officer of

and ANNE MOYLAN FIRST NATIONAL BANK OF EVERGREEN PARK , Land Trustx Mixigex, of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, and Land Trust Officer 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 the ein set forth; and the said * Association Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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, this 6th day of April, 1988. alarri

Public

locary

SEAL:

"OFFICIAL SEAL" DEBORAH M. NAVARRETE Notary Public, State of Illinois My Commission Expires 10/15/91

My Commission Expires:

STA'S OFFICE

grottera, et et saate. Maart

under de Maria de Proposition de la Región de La Región de La Grande de La Grande de La Región de La Región de Companyo de la Región de La Región de Maria de Maria de La Región de La Región de La Región de La Región de L Companyo de La Región de La Reg

A LANGE OF THE STATE OF THE STA

to the discount of the fire

74.7564 **V** (74**0**)

the stable mail make the

man and the first definition

Mail to:

Richard S. Rosen
180 N. Michigan Ave.
Svite 900
Chicago, Illinois 60601