



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

7157 340 2 of 3
but not in excess of

THIS INDENTURE, made April 29, 1988, between Frieda Bassman and Albany Bank and Trust Company, N.A., not personally, but solely as Trustee under Trust ment dated April 29, 1988 and known as Trust No. 11-4527, herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

One Hundred Fifty Thousand and 00/100 (The "Note") Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date hereof on the balance of principal remaining from time to time unpaid at the rate of 10.5 per cent per annum in instalments (including principal and interest) as follows:

Three Thousand One Hundred Eighty and 34/100 Dollars or more on the 1st day of June, 1988, and Three Thousand Two Hundred Twenty-Four & 09/100 Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of May, 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 eighteen 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 To: Capital Investors, c/o A. Harry Mann, 180 E. Pearson, Apt. #4201, Chicago, Illinois 60611

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH EAST 1/4 (EXCEPT THE SOUTH 5 ACRES THEREOF) AND ALSO EXCEPT THE NORTH 556.67 FEET THEREOF IN SECTION 34, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 31-34-201-008-0000

EXEMPTION PROVISION RESTRICTING ANY LIABILITY OF ALBANY BANK & TRUST COMPANY N.A., ATTACHED HERETO, IS HEREBY EXPRESSLY MADE A PART HEREOF.

14.00

*highest lawful

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 thereof for so long and during all such times as Mortgagors 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, inador beds, awnings, stoves 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 the mortgagors or their 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 set forth, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of three pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns, and of the Rider attached hereto

WITNESS the hands and seals of Mortgagors the day and year first above written.

Albany Bank and Trust Company, as [SEAL]

Frieda Bassman [SEAL]

Trustee of aforesaid [SEAL]

Frieda Bassman [SEAL]

BY [SEAL]

[SEAL]

EXEMPTION PROVISION RESTRICTING ANY LIABILITY OF ALBANY BANK & TRUST COMPANY N.A., ATTACHED HERETO, IS HEREBY

[SEAL]

MADE A PART HEREOF

[SEAL]

STATE OF ILLINOIS: I, SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

[SEAL]

County of Cook THAT

[SEAL]

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of 19

Notarial Seal

Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagees shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and good damage, where the lender is required by law to have its loan insured under policies providing for payment of the insured amount of the insurance or to pay in full the indebtedness by the insurance companies of mortgagees; (b) keep the premises in good condition and repair, without waste, and free from occupants or other liens or claims for ten or more days prior to the date hereof; and (c) pay when due any taxes or charges on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of such prior liens to Trustee or to the holder of the note; (d) the 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 law or municipal ordinance; and (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagees shall pay before any general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holder of the note duplicate receipts therefor. To prevent default hereunder Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which mortgagees may desire to contest.

3. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and good damage, where the lender is required by law to have its loan insured under policies providing for payment of the insured amount of the insurance or to pay in full the indebtedness by the insurance companies of mortgagees; (b) keep the premises in good condition and repair, without waste, and free from occupants or other liens or claims for ten or more days prior to the date hereof; and (c) pay when due any taxes or charges on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of such prior liens to Trustee or to the holder of the note; (d) the 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 law or municipal ordinance; and (f) make no material alterations in said premises except as required by law or municipal ordinance.

4. In case of default hereunder, Trustee or the holder of the note may, but need not, make any payment or perform any act herebefore required of Mortgagees 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, disburse, compromise or settle any tax lien or other lien or claim hereof, or redempt from any tax sale or foreclosure affecting said premises or consent any tax or assessment. All monies paid for any of the purposes herein authorized shall be applied first to the payment of interest on the note, and to the payment of taxes and assessments on the premises, and to the payment of insurance and other expenses incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holder of the note to protect the mortgagee's 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 a part of the note and payable without notice and with interest thereon at a rate equivalent to the post mortuary rate set forth in the note securing this trust deed, if any, otherwise the promissory rate set forth in the note. Inaction of Trustee or holder of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagees.

5. The Trustee or the holder of the note hereby secured making any payment hereunder 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, foreclosure, tax lien or title or claim hereof.

6. Mortgagees shall pay each item of indebtedness hereunder, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagees, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any mortgage, lien or claim against the premises, become due and payable (a) immediately in the case of default in the performance of any of the covenants hereof or interest on the note, or (b) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (c) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (d) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (e) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (f) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (g) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (h) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (i) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (j) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (k) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (l) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (m) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (n) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (o) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (p) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (q) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (r) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (s) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (t) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (u) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (v) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (w) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (x) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (y) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note, or (z) when default shall occur and continue for three days in the performance of any of the covenants hereof or interest on the note.

7. When the indebtedness hereof secured by accretion 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 expenses which may be paid or incurred by or on behalf of Trustee or holder of the note for attorney's fees, Trustee's fees, appraisers' fees, and expenses for documentation and expert evidence, stenographers, changes, publication costs and costs (which may be estimated as to be incurred after the entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, forms certificates and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to lenders at any time which may be had pursuant to such decree the full amount of the note and interest thereon. All expenses and interest on the note and interest thereon shall become a part of the note and payable as a condition of the sale of the premises. All expenses and interest on the note and interest thereon shall become a part of the note and payable as a condition of the sale of the premises. All expenses and interest on the note and interest thereon shall become a part of the note and payable as a condition of the sale of the premises.

8. 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 incidental to the foreclosure proceeding, 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 then owing on the note; fourth, any overplus to Mortgagees, their heirs, assigns or representatives or assigns, as their rights may appear.

9. 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, or any part thereof, without notice, without regard to the lien hereof, and without regard to the 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 time when Mortgagees, 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 usual in such cases for the protection, control, management and operation of the premises during the whole or part of; (a) The Court from time to time may authorize the receiver to apply the net income as he hands in payment in whole or in part of; (b) The receiver in such cases for the protection, control, management and operation of the premises during the whole or part of; (c) The receiver may be authorized to collect such rents, issues and profits, and all other powers which may be necessary or usual in such cases for the protection, control, management and operation of the premises during the whole or part of; 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10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. 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 execute any power hereof in given unless expressly obligated by the terms hereof, nor shall Trustee 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 to be given to Trustee by the lender hereof in writing prior to the recording of this trust deed and any power hereof in given.

13. Trustee shall release this trust deed and the lien thereon 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, 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 Trustee, such successor trustee, thereon by a prior trustee hereunder or which conforms with the description with the description herein contained of the note and which purposes 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 purposes 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 purposes to be executed by the persons herein designated as the makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds 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 or Registrar 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note; and the word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

DEED IS FILED FOR RECORD. **IMPORTANT!**
 LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
 Wesley N. Becker, Esq.
 8000 Sears Tower
 Chicago, Illinois 60616
 PLACE IN RECORDER'S OFFICE BOX NUMBER

MAIL TO:
 Sonenschein Galling Nath & Rosenthal
 8000 Sears Tower
 Chicago, Illinois 60616

CHICAGO TITLE AND TRUST COMPANY,
 Identification No. **22373**
 By _____ Assistant Secretary/Assistant Vice President

FOR RECORDER'S INDEX PURPOSES
 DESCRIBED PROPERTY ABOVE
 INSERT STREET ADDRESS OF ABOVE
 Not yet assigned
 104 North Dearborn Avenue

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THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything therein 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 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 ALBANY BANK & TRUST CO. N.A., 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 ALBANY BANK & TRUST CO. N.A. as Trustee, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being 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 or through or under said party of the second part or 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 ALBANY BANK & TRUST CO. N.A., individually, shall have no obligation to see to the performance or non-performance or any of the covenants herein contained and shall not be personally liable for any action or non-action 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 property hereby mortgaged and the rents, issues and profits thereof.

IN WITNESS WHEREOF, ALBANY BANK & TRUST COMPANY N.A., not personally, but as Trustee as aforesaid has caused these presents to be signed by its Land Trust Officer and its corporate seal to be hereunto affixed and attested by its Asst. Vice President this 29th day of April, 1988.

ALBANY BANK & TRUST CO. N.A.,
not personally, but solely as
Trustee as aforesaid, pursuant
to the terms of that certain
TRUST AGREEMENT, dated
April 29, 1988
and bearing TRUST NUMBER 11-4527.

BY: [Signature]
Land Trust Officer

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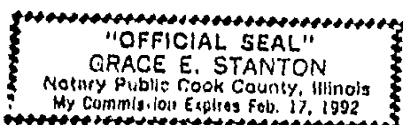
ATTEST:

[Signature]
Assistant Vice President

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT the above Officers of ALBANY BANK & TRUST COMPANY N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Assistant Vice President, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledge that he, as custodian of the Corporate Seal of said association, did affix said seal to said instrument as his own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 29th day of April, 1988.



[Signature]
NOTARY PUBLIC

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4/28/88 4:43 p.m.

RIDER TO TRUST DEED DATED APR. 22, 1988
FROM ALBANY BANK AND TRUST COMPANY N.A.
TRUST NO. 11-4527 AND FRIEDA BASSMAN,
COLLECTIVELY AS MORTGAGORS TO CHICAGO
TITLE AND TRUST COMPANY, AS TRUSTEE

17. Mortgagors and Trustee agree that any sale, conveyance, assignment, or other transfer of title to the premises or any interest therein (whether voluntary or by operation of law) without the prior written consent of the holder of the Note shall be a default hereunder, giving the holder of the Note the right at its election, to declare immediately due and payable the entire indebtedness secured hereby.

Any consent by the holder of the Note, or any waiver of a default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the holder of the Note upon a subsequent default under this paragraph.

This instrument is executed by ALBANY BANK AND TRUST COMPANY N.A. as Trustee, for and on behalf of and in accordance with the powers and authority vested in it by ALBANY BANK AND TRUST COMPANY N.A. and FRIEDA BASSMAN, collectively as Mortgagors, and the undersigned, who are duly authorized representatives of ALBANY BANK AND TRUST COMPANY N.A. and FRIEDA BASSMAN, shall be deemed to be the true and correct copy of any of the covenants, statements, representations or warranties contained in this instrument.

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