



724950
 THIS INSTRUMENT WAS RECORDED
 TRUST DEED
 Liana Almagor
 of The South Shore Bank
 of Chicago
 7054 So. Jeffery Boulevard
 Chicago, Illinois 60649 CTTC 11

88324725
 JUL 22 1988

ISSUED JUL 22 PM 2:37

88324725

THE ABOVE SPACE FOR RECORDER'S USE ONLY

0
 DE
 162-97-1-88-27
 JUL 22 1988

THIS INDENTURE made July 11 1988 between Midwest Bank & Trust Company of Chicago not personally, but as Trustee U/t/a dated July 2, 1988 and known as Trust No. 88-07-5539 a corporation organized under the laws of Illinois herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or 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 (\$46,000.00) Fourty Six Thousand and 00/100 Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest ~~on~~ or the balance of principal remaining from time to time unpaid at the rate of 11.0 per cent per annum in instalments (including principal and interest) as follows: (\$576.64) Five Hundred Seven Six and 64/100 Dollars or more on the 1st day of October 1988 and Five Hundred Seven Six and 64/100

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 September 1990. 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 11.0 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 said note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of The South Shore Bank of Chicago in said City.

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

The West ten (10) feet seven and one quarter (7 1/4) inches of Lot one Hundred five (105) all of Lot one hundred six (106) and the East ten (10) feet of Lot one hundred seven (107) in Block eleven (11) in Austin's Addition to Austinville, being a subdivision of the East fifteen (15) acres of the North West quarter of the North East quarter of Section eight (8) Township thirty-nine (39) North, Range thirteen (13), East of the Third Principal Meridian in Cook County, Illinois PIN.# 16-08-201-010 Commonly known as 5805-07 W. Chicago, Chicago, Illinois

14.00
 88324725

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 to be long and during all such times as Mortgagor 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, radiator 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 mortgagor 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 herein set forth. This trust deed consists of two 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 Mortgagor, its successors and assigns. In Witness Whereof said Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its SEE EXCULPATORY RIDER ATTACHED Midwest Bank & Trust Company, as Trustee U/T/A 88-07-5539 & not personally

CORPORATE SEAL

BY: [Signature] Assistant Vice President
 ATTEST: [Signature] Trust Officer

STATE OF ILLINOIS, County of Cook } SS i. Kathleen Plazyk a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT Barbara Love Assistant Vice President of the Midwest Bank & Trust Company and Angela McClain Asst. Trust Officer

of said Company, 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, did affix the corporate seal of said Company 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.

My Commission Expires: [Date] GIVEN under my hand and Notary Seal this 19th day of July 1988 NOTARY PUBLIC [Signature]

724950

88324725

18. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Trust Deed and the Note.

19. All of the terms and provisions of the certain loan commitment, as stated in the offer of The South Shore Bank of Chicago, dated June 29, 1988 addressed to and accepted by David M. Parker as are not herein above otherwise set forth and as are relevant and germane hereto and the loan evidenced by the within and foregoing Trust Deed and this rider thereto, are hereby incorporated herein and made a part hereof as though fully set forth and recited herein.

20. Additional Payments due hereunder: In addition to monthly payments of principal and interest there shall be due and payable hereunder, and paid, monthly deposits of funds equal to one-twelfth (1/12) of the last ascertainable bills for general taxes during each year the said Note shall be unpaid, such funds so paid shall be held by the holder of time Note and used by said holder to pay general taxes from time to time levied and due upon the real estate and improvements thereon given as security under said Note. No interest shall accrue in favor of or be or become due the maker hereof, or any of its beneficiaries upon any funds so deposited.

21. The proceeds of the loan secured by this mortgage will be used for the purpose specified in Paragraph 4(c) of Chapter 74 of the 1975 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within purview of said paragraph. 22. The mortgagor hereby waives any and all rights 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 mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

UNOFFICIAL COPY

259320

Property of Cook County Clerk's Office

724950

88324725

Property of Cook County Clerk's Office

This Trust Deed is executed by Midwest Bank 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 it is expressly understood and agreed by the trust deed herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this trust deed shall be construed as creating any liability on Midwest Bank and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this trust deed and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

THIS RIDER IS ATTACHED TO AND MADE PART OF
 CERTAIN TRUST DEED, DATED 7/11/88
 EXECUTED BY MIDWEST BANK AND TRUST COMPANY
 U/T/A # 88-07-5539