

UNOFFICIAL COPY

TRUST DEED

This Instrument Prepared By
JAMES J. PHILLIPS
3000 South State Bank
7001 S. Jefferson, Chicago
724894

CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

88379091

American National Bank and Trust

THIS INDENTURE, made June 30 19 88, between Company of Chicago, not personally, but as Trustee U/T/A dated June 20, 1988 and known as Trust Number 105755-04 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 (\$223,250.00)

Two Hundred Twenty Three Thousand Two Hundred Fifty 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 ~~thereon~~ on the balance of principal remaining from time to time unpaid ~~with interest~~ ~~thereon~~ in accordance with the rates of interest and other terms and conditions as set forth in the note secured hereby

~~Principal and interest~~ ~~thereon~~ ~~shall be due~~ 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 August, 2008. 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 Note 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 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:

Lots 27, 28 and 29 in Block 1 in South Shore Park, a Subdivision of the West Half (1) of the Southwest Quarter (1) (except streets) in Section 30, Township 38 North, Range 15 East of the Third Principal Meridian in Cook County, Illinois P.I.N. 4-21-30-303-011 Commonly known as 7526-36 S. Colfax, Chicago, Illinois

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto (including, but not limited to, all rents, issues and profits thereof (so 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 thereon 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, mador beds, ranges, 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 on 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 purpose, 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

of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

CORPORATE SEAL

BY _____ Assistant Vice President:
ATTEST _____ Assistant Secretary

STATE OF ILLINOIS, }
County of _____ } SS

I, _____ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Assistant Vice President of the _____ and _____ Assistant Secretary

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.

GIVEN under my hand and Notarial Seal this _____ day of _____ 19 _____

Notarial Seal

NOTARY PUBLIC

3150 SS
NOTE ID

88379091

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10-12-55

=====
Lots 27, 28, 29 and 30 in Block 1 in South Shore Park,
being a Subdivision of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$
of Section 30, Township 38 North, Range 15, East of
the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 21-30-303-011 also described as
7526 S. Colfax Avenue, Chicago, Illinois.

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Property of Cook County Clerk's Office

7224891

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DEPT-01 #11111 TRAM 2998 08/19/88 14:41:00 #1345 # A # 88-379091

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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 10, 1988 addressed to and accepted by Zedie Hill & Janet Oliver 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 said 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 judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

724894

This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is hereby understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and (it is so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the parties hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

As Trustee as aforesaid and not personally.

By: [Signature] Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

KULA DAVIDSON

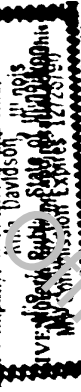
Peter Johansen

By: [Signature] a Notary Public, in and for said County, in the State aforesaid.

J. MICHAEL WHELAN

Vice-President of the AMERICAN NATIONAL BANK

AND TRUST COMPANY OF CHICAGO, the names of 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 for the purposes and purposes aforesaid, and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and for the purposes therein set forth.



JUL 12 1988 A. D. 19

day of

[Signature]

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Legal description affects property on Certificate # 1199162 and other property

8-19-88



TRUST DEED UNOFFICIAL COPY

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CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made _____ 19____ between _____

a corporation organized under the laws of _____, 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 _____

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 from _____ on the balance of principal remaining from time to time unpaid at the rate of _____ per cent per annum in instalments (including principal and interest) as follows:

Dollars or more on the _____ day of _____ 19____ and _____

Dollars or more on the _____ day of each _____ 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 _____ day of _____ 19____ 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 _____ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in _____

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 _____

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 _____ COUNTY OF _____ AND STATE OF ILLINOIS, to wit:

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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 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 thereon 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 _____ of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its _____

CORPORATE SEAL

BY _____ Assistant Vice President
ATTEST _____ Assistant Secretary

STATE OF ILLINOIS, } SS

County of _____ } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

_____ Assistant Vice President of the _____
_____ and _____ Assistant Secretary

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.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____

Notarial Seal

NOTARY PUBLIC

UNOFFICIAL COPY

THE SOUTH SHORE BANK OF CHICAGO
 Attention: Real Estate
 7064 South Jeffrey Blvd.
 Chicago, IL 60649

88379091
 46824
 REGISTER

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOT RECORDED BY THIS TRUST DEED SHOULD BE NOTIFIED TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.
 MAIL TO:
 224894
 ASSISTANT SECRETARY
 CHICAGO TITLE AND TRUST COMPANY

1. The Trustee shall release this trust deed and the lien thereof 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 to and for the benefit of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note representing that all indebtedness secured by this trust deed has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, the trustee hereunder or which con- gences in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker hereof, in which the premises are recited or filed, in case of the resignation, inability or refusal of Trustee, the then Recorder of Deeds of Cook County, Illinois, 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 the word "Mortgage" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

2. Trustee shall release this trust deed and the lien thereof 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 to and for the benefit of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note representing that all indebtedness secured by this trust deed has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, the trustee hereunder or which con- gences in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker hereof, in which the premises are recited or filed, in case of the resignation, inability or refusal of Trustee, the then Recorder of Deeds of Cook County, Illinois, 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 the word "Mortgage" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

3. Trustee shall release this trust deed and the lien thereof 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 to and for the benefit of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note representing that all indebtedness secured by this trust deed has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, the trustee hereunder or which con- gences in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker hereof, in which the premises are recited or filed, in case of the resignation, inability or refusal of Trustee, the then Recorder of Deeds of Cook County, Illinois, 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 the word "Mortgage" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

4. In case of default thereon, Trustee or holder of the note may, but need not, make any payment or perform any act hereunder or required of Mortgagee 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, discharge, compromise or settle any tax lien or other lien or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contract 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 by Trustee or the holders of the note to protect the Mortgagee's interest in the premises and the lien hereof plus reasonable compensation to Trustee for such matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prevailing rate set forth in the lien hereof, location or 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 Trustee or holder of the note.

5. 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, forfeiture, or claim thereon.

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