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TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

15.00

THIS INDENTURE, Made August 28, 19 89, between American National Bank and Trust Company of Chicago, 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 Company in pursuance of a Trust Agreement dated July 10, 1989 and known as trust number 108816-05 herein referred to as "First Party," and

Richard Czaplicki herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of One Hundred Eight Thousand and No/100

made payable to BEARER National Security Bank of Chicago 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 and interest from \$108,000.00 on the balance of principal remaining from time to time unpaid at the rate of 10.25 per cent per annum in instalments as follows: One Thousand and 51/100

Dollars on the 28th day of September 19 89 and One Thousand and 51/100

Dollars on the 28th 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 28th day of August 1994. 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 seven 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 National Security Bank, 1030 W. Chicago Avenue in said City,

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 presents grant, remise, release, alien and convey unto the Trustee, his successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 4, 5 and the East 1/2 of Lot 6 in Block 1 in Demarest and Kamerling's Columbian Subdivision of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 16-01-419-018 and 16-01-419-019

Commonly Known As: 2509 W. Augusta, Chicago, Illinois 60622

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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 First Party, 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, shower 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 First Party 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, his successors and assigns, forever, for the purposes, and upon the covenants and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid 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 improvement 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 mechanics' or other liens or claims for lien and expressly subordinated to the lien thereof; (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 prior lien to Trustee or to holders of the notes; (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 penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises which 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 lien or assessment 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

NAME National Security Bank
of Chicago
STREET 1030 W. Chicago Ave.
CITY Chicago, IL 60622

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

2509 W. Augusta

Chicago, IL

OR

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER 396

71 40-712
1207306
C.A.M.M.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED

IN F O R A N D

The instrument Note mentioned in the within Trust Deed has been identified

My commission expires _____ day of _____ 19____

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

Notary Public _____

ASSISTANT SECRETARY _____

VICE PRESIDENT _____

American National Bank and Trust Company of Chicago

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago has caused these presents to be signed by one of its Vice-Presidents and its Assistant Secretary, and the undersigned

DO HEREBY CERTIFY THAT THE UNDERSIGNED IS A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS

Notary Public _____

STATE OF ILLINOIS COUNTY OF COOK

By _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO



Paragraphs 11 through 17 of this Trust Deed are set forth on the Addendum to Trust Deed attached hereto and made a part hereof as it fully set forth herein.

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ADDENDUM TO TRUST DEED

In addition to the covenants, terms and provisions contained in the Trust Deed dated August 28, 1989 between American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated July 10, 1989 and known as Trust Number 108816-05 ("First Party") and Richard Czaplicki ("Trustee"), First Party covenants and agrees as follows:

11. TRUSTEE'S RIGHT OF POSSESSION IN CASE OF DEFAULT

At any time First Party is in default under the terms of this Trust Deed or the Note it secures, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid or whether before or after the institution of legal proceedings to foreclose the lien hereof or whether before or after any sale thereunder, and in the event Trustee shall so demand, First Party shall surrender to Trustee and Trustee shall be entitled to take actual possession of the Premises or any part thereof personally, or by his agents or attorneys, as for condition broken, and Trustee in his discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of First Party or the then owner of the Premises relating thereto, and may exclude First Party, its agents or servants, wholly therefrom and may as Trustee in possession under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by his agents, and with full power to use such measures, legal or equitable, as in his discretion or in the discretion of his successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises including, but not limited to, entering into leases, even if the term would extend beyond the period for redemption set in a judgment of foreclosure, undertaking actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Trustee shall have full power and authority to: 1) exercise each and every one of the rights, privileges and powers herein granted at any and all times hereafter, without notice to First Party, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle First Party to cancel the same; 2) elect to disaffirm any lease or sublease made subsequent to this Trust Deed or subordinated to the lien hereof; 3) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious; 4) insure and reinsure the same and all risks incidental to Trustee's possession, operation and management thereof; and 5) receive all of such avails, rents, issues and profits.

Trustee shall not be obligated to perform or discharge, nor does he hereby undertake to perform or discharge, any obligation, duty or liability under leases, and First Party shall and does hereby agree to indemnify and hold Trustee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge and of the terms, covenants or agreements contained in said leases. Should Trustee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and First Party shall reimburse Trustee therefor immediately upon demand.

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12. APPLICATION OF INCOME RECEIVED BY TRUSTEE

In the exercise of the rights and powers hereinabove conferred upon him by paragraph 11 hereof, Trustee shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Trustee may determine:

(a) to the payment of the reasonable operating expenses of said property, including reasonable costs of management and leasing thereof (which shall include reasonable compensation to Trustee and its agent or agents, if management be delegated to an agent or agents, and shall also include reasonable lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases); established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing said property in such condition as will, in the reasonable judgment of Trustee, make it readily rentable;

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

13. CONDEMNATION

First Party hereby assigns, transfers and sets over unto Trustee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Trustee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require First Party to restore or rebuild, in which event the proceeds shall be held by Trustee and used to reimburse First Party for the cost of the rebuilding or restoring or buildings or improvements on the Premises, in accordance with plans and specifications to be submitted to and approved by Trustee. If First Party is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Trust Deed and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse First Party for the cost of the rebuilding or restoring of buildings or improvements on the Premises, provided First Party is not then in default under this Trust Deed. In the event First Party is required or authorized, either by Trustee's election as aforesaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 11 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, First Party shall pay such cost in excess of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Trustee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

14. REMEDIES AND FOREBEARANCE

Each remedy provided in this Trust Deed is distinct and cumulative to all other rights or remedies under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever. Trustee's forbearance to exercise any remedy hereunder shall not be deemed and shall not constitute a waiver of any right or remedy hereunder.

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15. GIVING OF NOTICE

Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail shall constitute service of notice hereunder if addressed to the First Party at its principal place of business or to the Trustee at his principal place of business, or at such other place as any party may by notice in writing designate as a place for service of notice.

16. WAIVER OF STATUTORY RIGHTS

First Party shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Trust Deed, but hereby waives the benefit of such laws. First Party for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. First Party hereby waives any and all rights of redemption to the maximum extent allowed by law under Section 15-1601 of the Illinois Code of Civil Procedure or any other applicable law, such waiver being on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Trust Deed. Further, to the extent allowed by applicable law, First Party waives its rights under and the benefits of any present or future federal, state or local valuation, appraisal, homestead, exemption, stay, redemption or moratorium law.

17. TRANSFER OF PROPERTY OR INTEREST IN FIRST PARTY; ASSUMPTION

Except as hereafter described, on sale or transfer of (i) all or any part of the Premises, or any interest therein, or (ii) any beneficial interest in any land trust which holds title to the Premises, to any person or entity, Trustee may, at its option, declare all sums secured by this Trust Deed to be immediately due and payable, and Trustee may invoke any other remedies provided by this Trust Deed, law or equity. This option shall not apply when the Trustee prior to the transfer or sale consents in writing to such transfer or sale subject to whatever terms the Trustee may require, including, an increase in the rate of interest payable under the Trust Deed Note secured hereby.

Notwithstanding anything herein or in the Trust Deed Note to the contrary, nothing herein or therein shall be deemed to prohibit transfers of leasehold interests in the Premises made in the ordinary course of business, provided that all such leases contain a clause subordinating the lease to the lien of this Trust Deed.

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