

# UNOFFICIAL COPY

TRUST DEED

89429092

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS DOCUMENT WAS PREPARED BY: MARGE CAMPANELLA, 4801 W. Fullerton Avenue, Chicago, Illinois 60639

72 03 509 D1

THIS INDENTURE, Made August 28, 1989, between Capitol Bank and Trust, Chicago, Illinois, an Illinois Banking Corporation, not Personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated 4-5-89 and known

as trust number 1752, herein referred to as "First Party," and herein referred to as TRUSTEE, witnesseth: CHICAGO TITLE AND TRUST

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Two Hundred Fifty Thousand and 00/100-----(\$250,000.00)

made payable to BEARER 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.50 per cent per annum in instalments as follows: Two Thousand Seven Hundred Sixty Three and 50/100-----(\$2,763.50)

Dollars on the 1st day of October 19 89 and Two Thousand Seven Hundred Sixty Three and 50/100-----(\$2,763.50)

Dollars 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 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 13.50 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, 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 CAPITOL BANK AND TRUST, 4801 W. Fullerton Avenue, Chicago, Illinois 60639.

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, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit

Parcel 1: Lot 6 in Block 11 in Wright's Addition to Chicago of the South East 1/4 of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

14 00

Parcel 2: Lot 12 in J.A. Yale's Resubdivision of Lots 3, 4, 5, 7, 8, 10, 11 and the North 10 foot of Lot 14 in Wright's Addition to Chicago in the East 1/2 of the South East 1/4 of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3: see attached  
PIN #17-05-424-004-0000 - #17-05-424-003-0000  
Property Address: 821-23 N. Lassing  
Chicago, Illinois

89429092

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 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, 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 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, its successors and assigns, forever, for the purposes, and upon the uses 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 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 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 when 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 tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now

D E L I V E R Y	NAME	CAPITOL BANK AND TRUST
	STREET	4801 W. Fullerton Ave.
		Chicago, Illinois 60639
	CITY	Attention: Marge Campanella
	INSTRUCTIONS	Box 333

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

FOR THE PROTECTION OF BOTH THE BORROWER AND LEND... IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE...

NOTARY PUBLIC, STATE OF ILLINOIS... MY COMMISSION EXPIRES 6/27/92

BARBARA A. JANKOWSKI... 5th day of September, 1989

Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and Assistant Trust Officer, respectively, appeared before me this day in person...

John E. Houllihan... Sharon K. Crowley... Trust Officer of the Capital Bank and Trust and

Barbara A. Jankowski... Assistant Trust Officer

By: [Signature] Trust Officer

CAPITOL BANK AND TRUST, CHICAGO, ILLINOIS, AS TRUSTEE AS FOLLOWS AND NOT PERSONALLY,

THIS TRUST DEED is executed by the Capital Bank and Trust 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 Capital Bank and Trust 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 Capital Bank and Trust of Chicago, not personally but as Trustee as aforesaid)...

11. Rider Attached

and any Trustee or successor shall be entitled to reasonable compensation for its acts performed hereunder.

9. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness existing any power herein given...

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, not shall Trustee be obligated to record this trust deed or to execute power hereon given...

7. Trustee of the holder of the note shall have the right to inspect the premises at all reasonable times and accept thereon shall be permitted for...

6. Upon or 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...

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...

4. When the indebtedness secured hereunder shall become due and payable, the principal of the note, together with interest thereon, shall be paid...

3. At the option of the holder of the note, the principal of the note, together with interest thereon, shall be paid in installments...

2. The Trustee or the holder of the note hereby secured making any payment hereunder shall be deemed to have made such payment in full...

1. The Trustee or the holder of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this...

including attorney's fees, and any other money advanced by Trustee or the holder of the note to protect the mortgagee's interest...

and manner of execution, and may not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase...

date of expiration; then Trustee or the holder of the note may, but need not, make any payment of principal or interest on any other...

new) policies, to holders of the note, and in case of insurance above to be applied to each policy; and to deliver all policies, including additional and re...

such title to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and re...

comparison of terms of the note, under insurance policy payable in case of loss or damage, to Trustee for the benefit of the holder of the note...

or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm under policies providing for payment by the insurance...

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PARCEL 3:

EASEMENT IN FAVOR OF PARCEL AFORESAID RELATING TO THE ENCROACHMENT, IF ANY, OF THE PARTY WALL ONTO LOT 13, IN BLOCK 11 IN J. A. YALE'S RESUBDIVISION OF LOTS 9, 9 AND 12 IN BLOCK 8; LOTS 1 TO 12, BOTH INCLUSIVE, AND THE NORTH 10 FEET LOTS 13 AND 14 IN BLOCK 9; LOTS 2, 3, 6, 7, 10, 11, 12 AND THE NORTH 10 FEET OF LOTS 13 AND 14 OF BLOCK 10; LOTS 3, 4, 5, 7, 8, 10, 11 AND THE NORTH 10 FEET OF LOT 14 IN BLOCK 11; LOTS 10 TO 12, BOTH INCLUSIVE, AND THE NORTH 10 FEET OF LOTS 13 AND 14 IN BLOCK 12, ALL IN WRIGHT'S ADDITION TO CHICAGO OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS CREATED BY PARTY WALL AGREEMENT MADE BY AND BETWEEN CAPITOL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 906 AND CAPITOL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1752, RECORDED APRIL 26, 1989 AS DOCUMENT 89183241.

Property of Cook County Clerk's Office

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## TRUST DEED RIDER

Trustee does hereby waive, to the extent permitted by applicable Illinois statute, 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 Trustee, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

The undersigned agrees to pay to the Holder of this Note on each monthly payment date, an additional amount equal to one-twelfth (1/12) of the annual taxes and assessments levied against the mortgaged premises, all as estimated by the Holder of the Note. As taxes and assessments become due, the Holder of the Note is authorized to use such monies for the purpose of paying such taxes or assessments, and in the event such monies are insufficient for such purpose, the undersigned agrees to pay to the Holder of the Note the difference forthwith.

In the event of default in any of the provisions contained in this Trust Deed, the Mortgagee, at its option, without being required to so do, may apply any tax deposits on hand on any of the indebtedness hereby secured, in such order and manner as the Mortgagee may elect.

It is covenanted and agreed between the Trustee and the Holder of the Note that the Trustee will not contract for, nor make any additional mortgage or encumbrance on the above described property, nor assign the beneficial interest of said Trust for collateral purposes or for any purpose whatsoever, without the prior written consent of the Holder of the Note. In the event any additional mortgage, encumbrance, or assignment of the beneficial interest is incurred without the prior written consent of the Holder of the Note, at the option of the Holder 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 immediately due and payable.

Any sale, agreement for deed, transfer or conveyance of the within described premises, or sale, assignment or pledge of the beneficial interest of the subject Trust, subsequent to the date of this instrument, shall at the option of the Holder thereof, cause the remaining unpaid balance due on this instrument or the Note which it secured, to become immediately due and payable.

In case of loss or damage by fire or other casualty, Holder of the Note is authorized to collect and receipt for any said insurance money. Such insurance proceeds may, at the option of the Holder of the Note, be applied in the reduction of the indebtedness secured hereby, or be held by the Holder of the Note and used to reimburse First Party for the cost of rebuilding or restoration of building or improvements on said premises. In such event, the proceeds shall be made available in the manner and under the conditions as the Holder of the Note may require. Any surplus which may remain out of said insurance proceeds after payment of such costs of rebuilding or restoration shall, at the option of the Holder of the Note, be applied on account of the indebtedness secured hereby.

First Party, at its own cost and expenses, will (i) at all times, promptly and faithfully abide by, discharge and perform all the covenants, conditions and agreements contained in all leases of the premises; (ii) enforce or secure the performance of all the covenants and conditions on the part of the Lessees to be kept and performed; (iii) furnish Holder of the Note within ten (10) days after request, a written statement containing the names of all Lessees, terms of all leases of the premises, and the rentals payable thereunder.

The Holder of the Note shall have the option to declare this Trust Deed in default because of a default of Landlord in any leases of the premises.

CAPITOL BANK AND TRUST, NOT  
PERSONALLY, BUT SOLELY AS  
TRUSTEE UNDER TRUST NO. 1752.

ATTEST: Sharon K. Crowley  
ASSISTANT TRUST OFFICER

BY: John E. Kuhlman  
SENIOR VICE PRESIDENT AND  
TRUST OFFICER

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