



TRUST DEED

UNOFFICIAL COPY 89475866

COOK COUNTY, ILLINOIS

RA

760610

CVTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made September 29 1989 between American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated October 15, 1979 and known as Trust Number 47971

Item referred to as "Mortgages," 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, and legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Five Hundred Seventy Five Thousand and 00/100 (\$575,000.00)

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 interest from September 29, 1989, on the balance of principal at the rate of 10.5 per cent per annum with interest only payable monthly as follows: Five Thousand Two Hundred Ninety Three and 12/100 (\$5,293.12) on the 1st day of November, 1989, and interest payable at the rate of \$162.41 per day on the 1st of each month thereafter. The final payment of principal and interest, if not sooner paid, shall be due on the 1st day of October, 1994. All such payments on account of the indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The interest unless paid when due shall bear interest after maturity at the rate of Five per cent (5%) per annum. Said payments are to be made at such banking house or trust company in Chicago, Illinois, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of WILLIAM D. MADDUX, in said City,

14 00

NOW, THE TRUSTEE, 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 City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Cook

TRUST DEED

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 expressly 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, warranty or indemnity 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 that as to the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holders or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises 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.

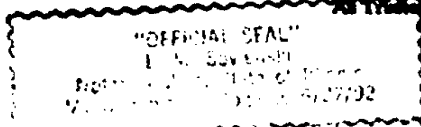
760610

89475866

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

I, [Signature] a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that [Signature] Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and [Signature] Assistant Secretary of said Company, who are personally known to me to be the same persons 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 as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then 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 as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

SEP 29 1989

GIVEN under my hand and notarial seal, this [Signature] day of [Signature] A.D. 19 [Signature]

[Signature] Notary Public

33 W. L... GROBE
Chicago, Ill. (Windy) 333

FOR BROTHERS IN THE FUTURE...
INSURE YOURSELF AGAIN

CHICAGO TITLE AND TRUST COMPANY
Identification No. 760610

FOR THE PROTECTION OF THE BORROWER AND THE ADVANTAGE OF THE LENDER...

1. Mortgages shall be promptly repaid, renewed or replaced as provided in the preceding sections of this instrument...
2. Mortgages shall be subject to the provisions of the Trust and Trustee Act...
3. This instrument shall be binding upon Mortgages and all persons claiming under or through Mortgages...

4. The Mortgages shall be subject to the provisions of the Trust and Trustee Act...
5. The Mortgages shall be subject to the provisions of the Trust and Trustee Act...
6. The Mortgages shall be subject to the provisions of the Trust and Trustee Act...
7. The Mortgages shall be subject to the provisions of the Trust and Trustee Act...
8. The Mortgages shall be subject to the provisions of the Trust and Trustee Act...
9. The Mortgages shall be subject to the provisions of the Trust and Trustee Act...

69475968

Notary Public

Given under my hand and Notarial Seal this _____ day of _____, 19____, _____, for the use and purposes therein set forth, signed, sealed and delivered the said instrument is _____ personally known to me to be the same person _____ whose name _____ appeared before me this day in person and _____ subject to the foregoing instrument, _____

STATE OF ILLINOIS, County of Cook } SS } a Notary Public in and for and residing in said County, in the State aforesaid (SEAL) THAT

WITNESS the hand _____ and seal _____ of Mortgages the day and year first above written _____ of Chicago, a National Bank _____ Association, as Trustee Aforesaid _____ By: _____ (SEAL)

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns forever for the purposes and uses hereinbefore set forth, free from all rights and benefits under and by virtue of the Mortgages do hereby expressly release and waive said rights and benefits the Mortgages do hereby expressly release and waive. This trust deed consists of two pages, the covenants, conditions and provisions appearing on page _____ of this deed and incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns. 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 Mortgages may be entitled thereto (which are pledged premises) and all other rights and interests in and to the premises, together with all other rights and interests in and to the premises, shall be deemed to be included in the premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns forever for the purposes and uses hereinbefore set forth, free from all rights and benefits under and by virtue of the Mortgages do hereby expressly release and waive. This trust deed consists of two pages, the covenants, conditions and provisions appearing on page _____ of this deed and incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

The South 49 1/2 feet of Lot 6 in Metzler, Pick and Huber's Subdivision of the West 1/2 of Block 17 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Permanent Index No. 14-29-414-020-0000 Commonly known as: 1148-56 W. Lill, Chicago, Illinois 60614

89475866

Word

11/11

11/11

UNOFFICIAL COPY

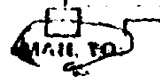
THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THE TRUST DEED):

- Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (b) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof, (c) 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 note, (d) 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 municipal ordinances with respect to the premises and the use thereof, (f) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special 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 holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest 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 mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter so requiring 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 past maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein. Inaction of Trustee or holders 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 Mortgagors.
- 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, tax lien or title or claim thereof.
- Mortgagors shall pay as a part of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration 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 expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 incident to the foreclosure proceedings, 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 remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the fair 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 times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, as all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or (b) any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure of all the deficiency in case of a sale and deficiency.
- 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 interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire as to the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obliged to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any suit or demands hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may acquire indemnity satisfactorily to it before exercising any power herein given.
- 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 at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all moneys due hereby secured have been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports 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 purports to be executed by the persons herein designated as makers thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles 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 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.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons 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.
- 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 Trustees Act" of the State of Illinois shall be applicable to this trust deed.

89475-413

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTANT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. **760610**
CHICAGO TITLE AND TRUST COMPANY,
Trustee.
By *John M. Baker*
Assistant Secretary/Assistant Vice President



GEORGE W. GROBE
33 W. Jackson Blvd.
Chicago, IL 60604

333

FOR RECORDERS INDEX PURPOSES
INSURE SERIAL ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

89475866

Property of Cook County Clerk

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A National Banking Association, as Trustee under Trust Agreement dated October 15, 1979 and known as Trust Number 47971

In the event of any sale, assignment, or transfer of ownership of the property described in the Trust Deed accompanying this Note, or other disposition of the subject property by the Mortgagor hereof, (including Articles of Agreement for Deed, Lease of the entire premises to a single entity, or transfer into Land Trust), then the entire balance due hereunder shall be accelerated and become due and payable immediately.

RIDER TO TRUST DEED DATED SEPTEMBER 29, 1989
BETWEEN AMERICAN NATIONAL BANK AND TRUST CO.
OF CHICAGO, A National Banking Association
As Trustee under its Trust Agreement Dated
October 15, 1979 and known as Trust Number
47971 AND CHICAGO TITLE AND TRUST COMPANY