

TRUST DEED

89504780

J1910-018
(a) 3165476

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 10, 1989 between Harris Trust and Savings Bank an Illinois 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 October 2, 1989 and known as trust number 94598, herein referred to as "First Party," and LASALLE BANK LAKE VIEW

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed and delivered an instalment note bearing even date herewith in the Principal Sum of one-hundred and thirty thousand and no/100-----(\$130,000.00)----- Dollars,

made payable to BEARER 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 on the balance of principal remaining from time to time unpaid at the rate of:

one & one-half (1 1/2) Per Cent above the LaSalle Bank Lake View Prime Commercial Interest Rate as established from time to time, payable as follows:

Accrued interest only on the balance of funds actually disbursed from time to time commencing on the first (1) day of November, 19 89 and continuing on the first (1st) day of each calendar month thereafter, except that the final payment of accrued interest plus the entire principal balance, if not sooner paid, shall be due on the first (1st) day of February, 19 90

Any principal unless paid when due shall bear interest after maturity at the default rate of Two Per Cent (2%) above the Note Rate per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holder of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the office of LaSalle Bank Lake View, 3201 N. Ashland Ave., Chicago, IL 60657.

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:

See Exhibit "A" attached hereto for legal description.

See Rider Attached hereto and made a part hereof:

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COOK COUNTY RECORDER

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 in 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, hot 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, in-lard beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached therein 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 note; (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 ordinance 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 or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurer 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 LaSalle Bank Lake View
STREET 3201 N. Ashland
CITY Chicago, IL 60657
INSTRUCTIONS OK
RECORDER'S OFFICE BOX NUMBER 146

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

89-504780

1400

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holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including addi-

7. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may in an accord-

8. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the

6. 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

5. 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 prem-

7. 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

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness

10. 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

11. The entire proceeds of the Note will be used for the purposes specified in Chapter 17, Section 6404, Paragraph 4, Illinois Revised Statutes, and the indebtedness secured

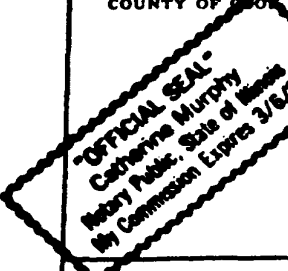
12. This Mortgage secures the full payment of any other indebtedness or liability of Mortgagors or any of them to the Mortgagee, whether direct or indirect, joint or

THIS TRUST DEED is executed by Harris Trust & Savings Bank personally but as Trustee, as aforesaid, in the exercise of the power and

IN WITNESS WHEREOF, Harris Trust & Savings Bank not personally but as Trustee as aforesaid, has caused its officers to be signed by its

Harris Trust & Savings Bank As Trustee as aforesaid and not personally,
By [Signature] VICE-PRESIDENT
Attest [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS) SR.
COUNTY OF)
I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
HERMAN A. KOLE
Vice-President of the HARRIS TRUST AND SAVINGS BANK
JAMES J. PERNER



Assistant Trust Officer, of said Bank, who are personally known to me to be the same persons whose names are submitted to the

Given under my hand and Notarial Seal this 11th day of Oct 1989
Catherine Murphy
Notary Public

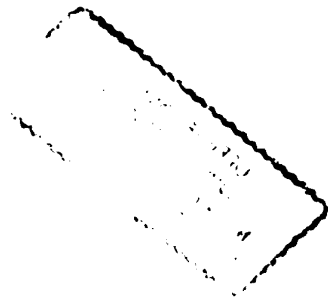
IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED
BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST
DEED IS FILED FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified
herewith under Identification No. 6166
LASALLE BANK LAKE VIEW
Trustee

TRUST OFFICER

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EXHIBIT A

LEGAL DESCRIPTION

The North 22 feet of Lot 14 (except the East 7 feet thereof) and the South 39 feet of Lot 13 (except the East 7 feet thereof) in Block 7 in Buena Park in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

P.I.#14-17-404-040
4072 N. Sheridan
Chicago, Il.

Property of Cook County Clerk's Office

89504780

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THIS RIDER IS ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED OCTOBER 10, 1989 EXECUTED BY HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1989 AND KNOWN AS TRUST #94598 FOR \$130,000.00.

It is understood that in addition to the above mentioned monthly principal and interest payment, the Mortgagors agree to deposit in an escrow account one-twelfth (1/12th) of the estimated improved real estate tax bill or the last ascertainable improved tax bill monthly from year to year on a "when issued and payable" basis. It is also understood that the trustee or the holder of the Note will pay no interest for any monies deposited in said escrow account.

In the event Mortgagor shall convey title to any person or persons other than the Mortgagor or shall suffer or permit Mortgagor's equity of redemption in the property described in this Mortgage to become vested in any person or persons other than Mortgagor (except when such vesting results from devise or operation of law upon death of any individual executing this Mortgage and the Note secured by this Mortgage), then in any such event the Mortgagee is hereby authorized and empowered at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Mortgagee of any mortgage payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagee of its right to require or enforce performance of this provision or to exercise the remedies hereunder. For the purpose of this provision, the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or governmental or political subdivision thereof, or any one or more or combination of the foregoing. Wherever the Mortgagee shall elect to declare all sums secured hereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgagor and to the Mortgagor's successors in title not less than thirty (30) days prior to the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successors in title as recorded upon the books of the Mortgagee, but if no such address be so recorded then to the address of the mortgaged property.

MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("IMFL"), ON BEHALF OF MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON (EXCEPT JUDGMENT CREDITORS OF THE TRUSTEE IN ITS REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE) ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE. Further, Mortgagor waives the benefit of all appraisal, valuation, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the IMFL), now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the Mortgaged Premises or any part thereof or any interest herein.

The Beneficiary of the First Party shall not permit assignment, pledge or transfer of the beneficial interest or conveyance of the real estate in Trust #94598 without the prior written consent of the legal holder of the Note.

Where the term "Mortgagee" has been used in the above paragraph, it shall be construed to mean the Holder of the Note.

The word "Mortgage" shall mean "Trust Deed" when applicable.

Mortgagor hereby waives any and all rights of homestead exemption in the Real Estate.

"First Party" shall also mean "Mortgagor".

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