## UNOFFICIAL COPY ( 2)T. G. F.

#### TRUST DEED

89504780

J1910-018 (A) 365476

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 10, 1989 between Harris Trust and Savings Bank 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 , herein referred to as "First Party," and LASALLE BANK LAKE VIEW teust number

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)---

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 91 e 🕳 time unpaid at the sale of.

one & one hal (114) Per Cent above the LaSalle Bank Lake View Prime Commercial Interest Rate as established from time to time, ay able as follows:

Any principal unless paid then 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 hold x of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the office of CaSalle Bank Lake View, 3201 N. Ashland Ave., Chicago, IL 60657.

NOW. THEKEFORE, 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 Bollar in hand paid, the receipt whereof is hereby arknowledged, deed by these precents grant, remise, release, also naid convey unite to. Tractee, its successors and assigns, the following described Real Estate distant, lying and laing in the COUNTY OF COOK AND STATE OF ILLINOIS, to will

See Exhibit "A" attached hereto for legal description.

See Rider Attached hereto and made a parc hereof:

DEPT-O:
TO JUNE 1000 BUT 74/89 PARTIES.
PORTO FILE A TRACTOR TO CORDER

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

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

TOGETHER with all improvements, tenements, ensements, fitting appurtenances thereto belonging, and all rents, issues and prefits thereof for as long and during all such times as First Farty, its successors or assigns may be entitled thereto (which are piniged 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 host, (as, all conditioning, water, light, power, refrigeration (whicher single units or centrally controlled), and ventilation, including (without restricting the integning), servens, window shades, storm doors and windows, from coverings, insider bods, awnings, stores and water heaters. All of the fargoing are declared to be a part of and real estate whether physically statched 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 when the uses and trusts herein set forth.

It fould the indebtedness aforesaid shall be fully many and in case of the failure of First Party its auccessors or assigns for the fully many and and in case of the failure of First Party its auccessors or assigns aforesaid shall be fully many and and in case of the failure of First Party its auccessors or assigns aforesaid shall be fully many and and the failure of First Party its auccessors or assigns aforesaid shall be fully many and and the failure of First Party its auccessors or assigns aforesaid shall be successors.

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) Premptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destrayed; (2) keep and premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly suburdanted to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises supprior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prirr lien to Trustee or to bolders of the note: (4) complete within a reasonable time any building or building or municipal ordinances with respect to the premises and the use thereof; (5) refrain from making material alterations in each 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 records therefor; (8) pay in full under previous the manner provided by statute, any tax or assessment which First Farty 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 pricises providing for payment by the insurance companies of means of means entired against loss or damage by fire, lightning or damage, to Trustee for the benefit of the

NAME LaSalle Bank Lake View D 3201 N. Ashland E STREET Chicago, IL 60657 L CITY E R OK RECORDER'S OFFICE BOX NUMBER 146

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

<del>-89-50478</del>9

Property of County Clerk's Office

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## UNOFFICIAL COPY

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 additional and renewal policies, to boliers of the note and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act herenbefore set forth and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, no reliem from any tax sale or ferfeiture affecting summers or contest any tax no assessment. All moneys paid for any of the purposes herein authorized and all expenses paid in large mere and the lien hereof, plus reasonable compensation to Trustee for each matter entering which action herein and any to take and any other moneys advanced by Trustee or the holders of the more settle and the semices and the lien hereof, plus reasonable compensation to Trustee for each matter entering which action herein authorized may be taken, shall be semiced additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest therein at the rate of per sent matter than of Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may the an account of any of the previous or the holders of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments.

The Trustee or the holders of the note herely secured making any payment hereby authorised relating to taxes or assessments, may in an according to any bill, statement or estimate procured from the appropriate public infler without inquiry into the accuracy of such bill, statement or estimate into the validity of any tax, assessment, sale, forfeiture, tax lies or claim thereof.

3. At the option of the holders of the note and without notice to First Party, lies successive or assigns, all unpaid indelictions secured by this trust of shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the rans of default making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successive any of the things appelifically not forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any of the things appelifically not forth in paragraph one hereof and such default shall continue for three days, said option to be exercised as any of the things appelifically not forth in paragraph one hereof and such default shall continue for three days, said option to be exercised as any of the things the day period.

4. When the interhedness hereby necured shall become due whether by acceleration or interview holders of the note or Trustee shall have the

we make the control of any instalment of principal or interest on the note, or (h) in the event of the failure of first Party or its successing any of the Unings appelically set forth in paragraph one hereof and such default shall continue for three days, and option in the retrieval of any of the Unings appelically set of the paragraph one hereof and such default shall continue for three days, and option in the retrieval of any of the Court of

B. Trustee has no duty to examine the falle, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust do to exercise any power herein given and as expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case own gross negligatence or misconduct or that of the Agents or employees of Trustee, and it may require indomnities satisfactory to it before exercisely power herein given.

its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require incommittee astisfactory or it series any power herein given.

9. Trustee shall release this trust deed and the ien thereof by proper instrument upon presentation of astisfactory evidence that all indebtedness persons by this trust deed has been fully paid: an Trustee may exerute 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 indebtedness hereby secured has been paid, which representation Trustee may accept as true without in valid. Which are note here in exquested of a successor trustee, such successor trustee may accept as the genuine note herein described which bear a critificate of identification purporting to be executed by a prior trustee hereinteen for note and which purports to be executed on healt of First Party; and where the release is requested of the original trustee and it has have vectod a certificate on any instrument identifying same as the note described herein, thanks of the genuine note herein described any not; which may be presented and which conforms in substance with the description herein centained of the note and which purports to be executed on behalf of First Party.

18. Trustee may resign by instrument in writing filed in he may first party.

19. Trustee may resign by instrument in writing filed in he may be presented on the condition of the county in which the premises are actualed shall be Successor in Trust. Any Successor in Trust here, for shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

- 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 hereby constitutes a "business loan" which comes within the purview of said Chapter, Section and Paragraph.
- 12. This Mortgage secures the full payment of any other indebtedness or liability of Mortgagors or any of them to the Mortgagee, whether cirect or indirect, joint or several, absolute or contingent, now or hereafter existing, while this Mortgage is in effect, however created and however evidenced.

THIS TRUST IDEAL is executed by Harris Trust & Savings put permanally but as Trust as a storeonid in the executes of the power, and authority conferred upon and vested in it as such Trusts (and select further than the processing further than the such first Party or on said Harris Trust & Advings personally to saving the said first Party or on said Harris Trust & Advings personally to saving the said first and the saving further than the saving the saving that may accuse thereon, any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all said hability. If any, boing expressly waived by Truster and the gray personally as concerned, the legal holder or holders of each of the other as the first Party and its successors and said "IFIT'IS TILS! O'SVINGS consults are concerned, the legal holder or holders of said note and the other as the first Party and its successors and said the said hold and the said of the process of the personally saving the enforcement of the lies hereby content, in manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WINNESS WHEREOF, HATT'S TRUST & Sivings and personally but as Trustee as aforesaid, has caused as a present to be forcuned and the vice. President, and its corporate seal to be hereunic amited by its Assistant Trust Officer, the day and year are at a vertice.

Harris Trust & Savings Bank As Trustee as aforecain and not personally, walk VICE-PRESIDENT BESISTANY BEGRETARY Attest.

STATE OF ILLINOIS | SR. COUNTY OF

Strang Spine?

a Notary Public in and for said County. In the State aforesaid, DO HEREBY CERTIFY that HERMAN A. KOLE

HARRIS TRUST AND SAVINGS BANK Vice-President of the JAMES J. PERNER

Assignment Trust Office, of hand liank, who are personnelly known to me to be the same persons whose minima mer subscribed to the officer of me that the first officer of the same and the

89 Alteria Public BI

IMPORTANT

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

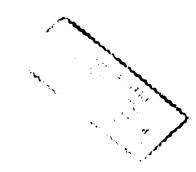
The Instalment Note mentioned in the within Trust, Deal has been identified

herewith under Identification No. 6/66

LASALLE BANK LAKE VIEW

Trustee

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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, II.

Property of Cook County Clerk's Office

#### UNOFFICIAL, GORY 8 0

THIS RIDER IS ATTRACHED TO AND MADE A PART OF THAT CERTIAIN TRUST DEED DATED OCTOBER 10, 1989 EXECUTED BY HARRIS TRUST AND SAVINGS BANK AS TRUSTED 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 asscribed 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 Mortgage 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 Mortgagoe hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgage to the Mortgagor, and said Mortgagee any 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 seperately. Acceptance by the Mortgage of any mortgage payments made by any person or persons other than the Mortgage 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 excluse 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 Mortgage shall elect to declare all sums secured hereby immediately do: 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 las

MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF RECEMPTION UNDER ANY JUDGEMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW") ("IMPL"), ON BEHALF OF MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND FACH AND EVERY PERSON (EXCEPT JUDGEMENT 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, Mortgager waives the benefit of all appraisement, 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 how under of the Mortgaged Premises or any part thereof or any interest herein.

The Beneficiary of the First Party shall not permit assignment, place or transfer of the beneficial interest or conveyance of the real estate in rost #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  ${\tt Peal}$   ${\tt Pstate}$ .

"First Party" shall also mean "Mortgagor".



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