

UNOFFICIAL COPY

TRUST DEED

89588913

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made MAY .3/ 1988 , 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 FEBRUARY 19, 1988 and known as trust number 104711-00 herein referred to as "First Party," and

THOMPSON HAYWARD CHEMICAL COMPANY

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date here-
with in the Principal Sum of ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS

made payable to ~~MAXXON~~ THOMPSON HAYWARD CHEMICAL COMPANY
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
on the balance of principal remaining from time to time unpaid at the rate of
per cent per annum in instalments as follows: SEE ATTACHED EXHIBIT "A"

Dollars on the day of 19 and PIN: 17-08-210-001

Dollars on the day of which 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 day of 19.
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 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 this 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:

The air space contained within the following described real estate which lies within the Condominium Building:

That part of Block 13, and the accretions thereto, in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, lying West of the West line of North Michigan Avenue, South of the South line of East Walton Street, North of the North line of East Delaware Place, and East of the East line of North Ernst Court, except that part of said Block 13 lying South of the South line of Lot 5 in said Block 13 of Canal Trustees' Subdivision and West of a line which intersects the North line of East Delaware Place at a point 129 feet East of the East line of North Ernst Court, and which intersects the South line of Lot 5 in said Block 13 of Canal Trustees' Subdivision at a point 43.13 feet East of the Southwest corner of the East 1/2 of Lot 5 in said Block 13 of Canal Trustees' Subdivision and also except the West 1/2 of the South 1/2 of Lot 5 in said block

TOL. 13 of Canal Trustees' Subdivision, in Cook County, Illinois, thereof for long and during all such times as First Party, its successors or assigns may own said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter thereon 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, indoor 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 labor not expressly subcontracted to the men herein; (3) pay when due any indebtedness which may be accrued by a lien or charge on the premises superior to the lien herein, 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 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 the sum or hereafter situated on said premises incurred against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies aforesaid of money sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness accrued hereunder, or to hold the Trustee harmless for any loss or damage to the Trustee for the benefit of the holders of the note.

NAME | RICHARD J. SORMAN, ESO.

WHERE: 134 North LaSalle Street
Suite 2106
city: Chicago, Illinois 60602

NON RECORDER'S INDEX PURPOSE
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

OR

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

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15 PRACTICAL READING

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1 M P D N T A N I

The Settlement Note mentioned in the within Trust Deed has been detailed

Q. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14.

DO HERZBY CERTIFY, THAT
A MEMBER bank of the
NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
in and for and during the
years past, has been a
Deteriorating
Bank.

1970-1980: The first decade of the new millennium saw significant growth in the number of women in the labor force.

VICE PRESIDENT

Archive

STATE OF ILLINOIS
COURT OF APPEALS



American National Bank and Trust Company of Chicago

This Report is issued by the American National Bank and Trust Company of Charlotte, and contains a brief account of the business transacted in it during the year ended December 31, 1928, and a statement of the condition of the bank at that date. The Report is intended to give a general idea of the financial position of the bank, and to furnish the basis for a comparison with the previous year's Report.

4. When the procedure that has been used in any unit to provide for departmental transfers and departmental charges, there shall be provided for the transfer of funds between units in accordance with the following rules:

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SEARCH

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YOUR RECORDERS INDEX PURPOSES **DISCRETE ADDRESS OF ALLOVE** **DISCRETE ADDRESS PROPERTY HERE**

RICHARD J. SORMAN, Esq.
134 North Lasalle Street
Suite 2106
Chicago, Illinois 60602

895588913

THIS INDENTURE, Made MAY .3/ 1988 , between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed of Trust in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated February 19, 1988 and known as trust number 104711-09 . herein referred to as "Trust Party," and THOMPSON HAYWARD CHEMICAL COMPANY . herein referred to as "First Party," and TILAT, WHEREAS First Party has concurrently executed an installment note bearing even date hereof in the principal sum of ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS with in the principal sum of ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS.

THE ABOVE SIGN IS FOR THE RECOMMENDED USE ONLY

TRUST DEED

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2. 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 thereto.

or into the validity of any tax, assessment, fee, surcharge, or fine of this or any other nation.

3. 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 deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable at immediately in the case of default in making payment of any installment of principal then due on the note, or 10 in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereto and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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, Trustees fees, appraisers fees, outlays for documentary and expert evidence, stenographers charges, publication costs and costs which may be demanded as to items to be expended after entry of the decree of pronouncing all such abstracts of title, title searches and examinations, guarantee policies, title 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 be 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 the rate of seven per cent per annum, 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.

~~3. 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; third, all unpaid taxes; fourth, all principal remaining unpaid on the note; fourth, any overplus to first party, its legal representatives or assigns, as their rights may appear.~~

6. 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.

for such receiver, or the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a home 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 First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or as usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court at any time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, as by 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 claim, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

1. Trustees 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.

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 or to exercise any power herein given, unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness incurred by this trust deed has been fully paid and Trustee may execute a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce said exhibit to Trustee the note representing that all indebtedness hereby incurred has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be so executed by the prior trustee hereunder or which conforms in substance to the description contained in the note, and which is a copy of the note and which purports to be executed on behalf of First Party; and where the release is required of the original trustee and it has never executed a certificate on any instrument identifying same as 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 on behalf of First Party.

19. Trustees 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 death of any one of the acts of Trustees, 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 Trustees, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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THIS TRUST DEED 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 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 either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the persons so hereby convened 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.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee so 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, my aforesaid, and not personally,

**STATE OF ILLINOIS }
COUNTY OF COOK }**

KULA DAVIDSON

VICE PRESIDENT

ASSISTANT SECRETARY

Bx

Attest.

"OFFICIAL SIGNING DRAFT AND MATERIALS SENT THIS _____ day of

*[Signature over my hand]
Kathy L. Wren*

THE FORTUNATION SERIES

卷 3.1 1884

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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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No.

Trinitas

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SCHEDULE OF INSTALLMENT PAYMENTS