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TRUST DEED
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UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made November 30, 1989, 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 November 6, 1989 and known as trust number 109812-07, herein referred to as "First Party." and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation,

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 MILLION TWO HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (\$1,275,000.00) DOLLARS

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 November 30, 1989 on the balance of principal remaining from time to time unpaid at the rate of nine (9%) per cent per annum in instalments as follows:

TEN THOUSAND SIX HUNDRED NINETY NINE AND 75/100 ----- (\$10,699.75)

Dollars on the 12th day of January, 1990 and

TEN THOUSAND SIX HUNDRED NINETY NINE AND 75/100 ----- (\$10,699.75)

Dollars on the 12th 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 30th day of November, 1996. 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 eleven 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

David I. Spark ----- 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 these presents grant, remise, 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 and made a part hereof)

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THIS TRUST DEED REPRESENTS A PART PURCHASE MONEY MORTGAGE.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, 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 parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon or thereabout to supply heat, fuel, 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 deemed 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.

1/ or that will enhance the value of the premises;

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 improvement now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for liens 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 make 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 per special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request 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 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 compliance with the terms of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the reasonably

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

2155 W. Pierce St.

Chicago, IL

THIS INSTRUMENT PREPARED BY:

Mark J. Horne
55 E. Monroe St., Suite 4100
Chicago, IL 60603

D NAME Mr. David I. Spark

E STREET 180 N. LaSalle St., Suite 1218

L CITY Chicago, IL 60601

OR

V INSTRUCTIONS

RECODER'S OFFICE BOX NUMBER 333

THE NOTE PROTECTED BY BOTH THE BORROWER AND LENDER, WHICH HAS BEEN DESTROYED.
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE DESTROYED.
THE NOTE PROTECTED BY BOTH THE BORROWER AND LENDER, WHICH HAS BEEN DESTROYED.

FILED BY THE TRUSTEE NAME IS LEFT BLANK TO ALLOW THE TRUSTEE TO FILE THE DEED
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

The Information Note mentioned in the within Trust Deed has been destroyed

IN PROPERTY

IS FILED FOR RECORD.

My Company, in the course of business, sometimes applies

NOTES DUE

NOTES DUE

Given under my hand and sealed this day of 19

in the presence of each of said notaries public and witnesses above written,
At the request of the undersigned, I have written and delivered this Note in trust
to the undersigned, for safe keeping, as aforesaid, and have executed this Note in
the presence of the undersigned, as witness whereof, I have affixed my signature
and seal to this Note, and do so seal and deliver this Note in trust to the undersigned,
as aforesaid, this day in the month and year above written, in the City of New York,
the place where I now reside, and where I have resided during the past two years,
and where I now intend to reside during the present and future.

Attest: JOHN H. BURNS
DO HERBRY CERTIFY, that

KAREN E. BURNS, Petitioner

a Notary Public in and for said County, in the State of New York,

certifies that Karen E. Burns is a Notary Public in the State of New York.

COUNTY OF ILLINOIS STATE OF ILLINOIS

STATE OF ILLINOIS
COURT OF COMMON PLEAS
COUNTY OF ILLINOIS
STATE OF ILLINOIS

ASSISTANT SECRETARY

Attest: KAREN E. BURNS
VICE PRESIDENT

By

Attest:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, its officers, agents, employees and the partners of the firm of which it is a member, have affixed their signatures hereto.

IN WITNESSE WHEREOF, American National Bank and Trust Company of Chicago, its officers, agents, employees and the partners of the firm of which it is a member, have affixed their signatures hereto.

This Note is given for value received, and to witness that nothing herein contained shall be construed as a cession of any right or privilege by either party to the other party, or to any third person, or by either party to the other party, or to any third person, except as specifically provided in this Note, or as otherwise agreed upon by the parties hereto, and to witness that nothing herein contained shall be construed as a cession of any right or privilege by either party to the other party, or to any third person, or by either party to the other party, or to any third person, except as specifically provided in this Note, or as otherwise agreed upon by the parties hereto.

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THAT TRUST DEED is executed by the American National Bank and Trust Company of Chicago, a not-for-profit entity but as Trustee as aforesaid in the exercise

of the power and authority conferred upon it by its Amended and Restated Articles of Incorporation, of which a copy is filed in the office of the Secretary of State of Illinois.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, a not-for-profit entity but as Trustee as aforesaid in the exercise

of the power and authority conferred upon it by its Amended and Restated Articles of Incorporation, of which a copy is filed in the office of the Secretary of State of Illinois.

3/ thirtу days following written notice to First Party

written said five days,

2/ five days following written notice thereto to the First Party and First Party's failure to cure said default

1/ reasonable cause

at all times completely substantially within all written and oral orders and directions of all inspection and regulating

agencies having authority over the operation of intermediate cable facilities in Chicago, Illinois.

11. Parcel 2 of the Real Estate is impled with a building equipped as an intermediate Cable Facility. At all

times prior to the payment in full of all sums due under the Intermedium Note Secured by this Trust Deed, the

First Party shall operate said Intermediate Cable Facility in compliance with the Rules and Regulations Act and

Minimum Standards Rules and Regulations for Intermediate Cable Facilities to time to the curing of such default

in the exercise of its right to require immediate payment of all sums due under the Intermedium Note Secured by this Trust Deed.

10. Seller shall be entitled to sue for damages caused by the breach of any term, condition or provision of this Deed or by the breach of any term, condition or provision of this Deed.

9. Seller shall release this Note and the Title Deed to the buyer and shall remain liable for any damages arising from the breach of any term, condition or provision of this Deed.

8. Seller shall have no duty to examine the title, location, size, condition, or configuration of the property to receive this Note.

7. Seller shall be entitled to sue for damages caused by the breach of any term, condition or provision of this Deed.

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EXHIBIT "A"

LEGAL DESCRIPTION

- (a) Northwest corner of Pierce Street and Hoyne Avenue;
Chicago, Illinois:

(Parking Lot Parcel)

South 1/2 of Lot 10 and all of Lots 11, 12, 13 and 14 in
Block 3 in D.S. Lee's Addition to Chicago, being a
subdivision of the East 1/2 of the Northwest Quarter and
the West 1/2 of the Northeast Quarter of Section 6,
Township 39 North, Range 14, East of the Third Principal
Meridian in Cook County, Illinois

P.I.N. 17-06-104-030

- (b) 2155 West Pierce Street; Chicago, Illinois:

(Nursing Home Parcel)

Lots 35, 36, 37 and 38 in Block 3 in D.S. Lee's Addition
to Chicago, in Section 6, Township 39 North, Range 14,
East of the Third Principal Meridian in Cook County,
Illinois

P.I.N. 17-06-106-001

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