

This document was prepared by: Marge Campanella, 4801 W. Fullerton Avenue, Chicago, Illinois 60639

THIS INDENTURE, Made November 10, 1989, between Capitol Bank and Trust, Chicago, Illinois, an Illinois Banking 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 8-21-89 and known

as trust number 1848, herein referred to as "First Party," and herein referred to as TRUSTEE, witnesseth: CHICAGO TITLE AND TRUST COMPANY

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Fifty Four Thousand and 00/100-----(\$54,000.00)

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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 11% per cent per annum in instalments as follows: Six Hundred Thirteen and 77/100-----(\$613.77)

Dollars on the 1st day of January 19 90 and Six Hundred Thirteen and 77/100-----(\$613.77)

Dollars on the 1st 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 1st day of December 1994 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 14% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, 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 CAPITOL BANK AND TRUST, 4801 W. Fullerton Avenue, Chicago, Illinois 60639.

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:

Lot 46 in the Subdivision of the North 1/2 of Block 8 in Cochran and others' subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN #17-06-435-022

Property Address: 1815 W. Iowa Chicago, Illinois

89586650

DEPT-01 RECORDING \$14.25
174444 TRAN 1786 12/08/89 10:51:06
45789 # D * -89-586650
COOK COUNTY RECORDER

89586650

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 on 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, 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, inador 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 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 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 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

NAME CAPITOL BANK AND TRUST
STREET 4801 W. Fullerton Avenue
CITY Chicago, Illinois 60639
Attention: Marge Campanella
INSTRUCTIONS



1425

UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LEND-
ER, 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. 701220
Trustee

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/2/92
BARBARA A. JANKOWSKI
Notary Seal this 21st day of November 1989

for the uses and purposes set forth in the instrument and as the free and voluntary act of said Bank, as Trustee as aforesaid,
to said instrument and the over the said instrument, act and as the free and voluntary act of said Bank, as Trustee as aforesaid,
then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank,
voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer
and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and
the foregoing instrument as such Trust Officer, and Assistant Trust Officer, respectively, appeared before me this day in person
Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to
Chui Kim

STATE OF ILLINOIS } COUNTY OF COOK
John E. Houlihan
Trust Officer of the Capitol Bank and Trust and
Barbara A. Jankowski
Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

By [Signature] Trust Officer
Attest [Signature] Assistant Trust Officer

CAPITOL BANK AND TRUST, CHICAGO, ILLINOIS, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

THIS TRUST DEED is executed by the Capitol Bank and Trust 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 Capitol Bank and Trust 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 or any interest therein shall be construed as
creating any liability on the said First Trust and Trust of Chicago personally or hereafter claiming any right or security hereunder, and that no far as the First Party and its
successors 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 Trust of Chicago Bank and Trust 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 premises hereby conveyed for the payment thereof, and the enforcement of the lien hereby
created, in the manner herein provided or by action to enforce the personal liability of the guarantor, if any.
IN WITNESS WHEREOF, Capitol Bank and Trust of Chicago, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its
Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

11. Rider Attached

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 its 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.
9. Trustee shall release the trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness
secured by this deed has been paid and extinguished, and that the mortgagee has been released, and that the mortgagee has been released, and that the mortgagee
before or after maturity. The record, produce and exhibit to the mortgagee, such as the mortgagee has been paid, which
representation Trustee may accept as the without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the
guarantee note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which con-
forms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release
is requested of the original trustee and it has never executed a certificate of identification identifying the same as the note described herein, it may ac-
cept 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.
10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been re-
corded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the County in which the premises are
situated or filed, shall be Successor in Trust hereunder, and 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. Rider Attached

05:996508

TRUST DEED RIDER

Trustee does hereby waive, to the extent permitted by applicable Illinois statute, any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf, and on behalf of each and every person, except decree or judgment creditors of the Trustee, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

The undersigned agrees to pay to the Holder of this Note on each monthly payment date, an additional amount equal to one-twelfth (1/12) of the annual taxes and assessments levied against the mortgaged premises, all as estimated by the Holder of the Note. As taxes and assessments become due, the Holder of the Note is authorized to use such monies for the purpose of paying such taxes or assessments, and in the event such monies are insufficient for such purpose, the undersigned agrees to the pay to the Holder of the Note the difference forthwith.

In the event of default in any of the provisions contained in this Trust Deed, the Mortgagee, at its option, without being required to do so, may apply any tax deposits on hand on any of the indebtedness hereby secured, in such order and manner as the Mortgagee may elect.

It is covenanted and agreed between the Trustee and the Holder of the Note that the Trustee will not contract for, nor make any additional mortgage or encumbrance on the above described property, nor assign the beneficial interest of said Trust for collateral purposes or for any purpose whatsoever, without the prior written consent of the Holder of the Note. In the event any additional mortgage, encumbrance, or assignment of the beneficial interest is incurred without the prior written consent of the Holder of the Note, at the option of the Holder of the Note, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become immediately due and payable.

Any sale, agreement for deed, transfer or conveyance of the within described premises, or sale, assignment or pledge of the beneficial interest of the subject Trust, subsequent to the date of this instrument, shall at the option of the Holder thereof, cause the remaining unpaid balance due on this instrument or the Note which it secured, to become immediately due and payable.

In case of loss or damage by fire or other casualty, Holder of the Note is authorized to collect and receipt for any said insurance money. Such insurance proceeds may, at the option of the Holder of the Note, be applied in the reduction of the indebtedness secured hereby, or be held by the Holder of the Note and used to reimburse First Party for the cost of rebuilding or restoration of building or improvements on said premises. In such event, the proceeds shall be made available in the manner and under the conditions as the Holder of the Note may require. Any surplus which may remain out of said insurance proceeds after payment of such costs of rebuilding or restoration shall, at the option of the Holder of the Note, be applied on account of the indebtedness secured hereby.

First Party, at its own cost and expenses, will (i) at all times, promptly and faithfully abide by, discharge and perform all the covenants, conditions and agreements contained in all leases of the premises; (ii) enforce or secure the performance of all the covenants and conditions on the part of the Lessees to be kept and performed; (iii) furnish Holder of the Note within ten (10) days after request, a written statement containing the names of all Lessees, terms of all leases of the premises, and the rentals payable thereunder.

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The Holder of the Note shall have the option to declare this Trust Deed in default because of a default of Landlord in any leases of the premises.

CAPITOL BANK AND TRUST NOT PERSONALLY,
BUT SOLELY AS TRUSTEE UNDER TRUST NO. 1848.

ATTEST: Charles K. May
ASST. TRUST OFFICER

BY: John E. Woodson
SR. VICE PRESIDENT AND TRUST OFFICER

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