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TRUST DEED

89044302

\$12.25

DEPT-01

1#4444

TRAN 5113

01/27/89

14:53:00

THE ABOVE SPACE FOR RECORDER'S USE ONLY

#310 "D" 89044302

THIS INDENTURE, Made January 9, 1989, between American National Bank and Trust Company of Chicago, 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 August 18, 1981 and known as trust number 53387, herein referred to as "First Party," and HARRIS BANK WINNETKA N.A.

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 (\$125,000.00)

ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100----- Dollars, made payable to HARRIS BANK WINNETKA N.A.

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 as follows:

Interest payments on the periodic unpaid balance shall be made monthly beginning February 1, 1989, and continuing on the same day of each consecutive month until fully paid,

with a final payment of the balance due on the 9th

day of July 1990, with interest on the principal balance

from time to time unpaid at the rate of Eleven & 50/100----- per cent per annum ; each of said instalments of principal bearing interest after maturity at the rate of

15.00% per annum, and all of said principal and interest being made payable at such banking house or trust company in Winnetka, Illinois, 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 Harris Bank Winnetka N.A. 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, release, when and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Description of property:

Unit Numbers 103 and 104 together with an undivided percentage interest in the common elements in the 1147 Ohio Street Condominium, as delineated and defined in the Declaration recorded as Document No. 26419202, in the Northeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. #17-08-237-033-1003
#17-08-237-033-1004

89044302

Street address of property 1147 W. Ohio Street, Chicago, Illinois

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

TOGETHER with all improvements, fixtures, 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 to a party 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 unit or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, major 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 or otherwise on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from all hazards, (3) defend, to the best of its ability, all claims for loss not expressly subordinated to the lien hereof, to 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, to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (5) refrain from making material alterations in said premises except as required by law or municipal ordinance, (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges, (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges, (8) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges, (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 under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest, (10) 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 money 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	HARRIS BANK WINNETKA N.A.
STREET	520 Green Bay Road
CITY	Winnetka, IL 60093
INSTRUCTIONS	OR

RECORDER'S OFFICE BOX NUMBER

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

Unit Numbers 103 & 104
1147 W. Ohio Street
Chicago, IL

MAIL TO
[Signature]

\$12.00 MAIL

UNOFFICIAL COPY

holders of the note, such rights to be held by the Trustee in accordance with the terms of the note, and in case of insolvency of the Trustee, to be held by the holders of the note, and, if need be, to be transferred by the Trustee in any form and manner deemed expedient and may, but need not make full or partial payment for the note, and purchase, discharge, compromise or settle any tax due or other proceeding, or any claim or cause of action, including and premises of a trust and tax accounts. All money so used for any of the purposes herein mentioned, in connection therewith, including attorney fees and any other moneys advanced by the holders of the note, shall be repaid by the Trustee, plus reasonable compensation to Trustee for time, trouble and expense, within a reasonable period of time, and shall become immediately due and payable at the rate of six percent per annum. Interest of Trustee or holders of the note shall not be considered as a part of the principal amount of the note.

2. The Trustee of the holders of the notes hereby certify making key payment, to the best of my knowledge and belief, that there is no question concerning the validity of any bill, statement or estimate prepared from the appropriate bill, or concerning the validity of any tax, assessment, sale, forfeiture, the amount of which is

4. When the condominium hereby secured shall become due, whether by acceleration or otherwise, the right to foreclose the hereinbefore set forth security interest in the property may be exercised by the holder of such security interest, or his assignee, at any time after the date of maturity, or before the date of maturity if the holder of such security interest, or his assignee, has given notice in writing to the seller of the condominium hereby secured, specifying the amount due, and giving the seller of the condominium hereby secured a reasonable time to pay the amount due, and in the event that the amount due is not paid within such reasonable time, the holder of such security interest, or his assignee, may exercise the right to foreclose the hereinbefore set forth security interest in the property, and in the event that the holder of such security interest, or his assignee, exercises the right to foreclose the hereinbefore set forth security interest in the property, he may do so by sale of all expenditures and expenses which may be paid or incurred by him in connection therewith, including attorney's fees, outlays for documentation and expert evidence, storage fees, and other expenses, and may also be expended after entry of the decree of partition all costs, interests, and expenses of partition, and similar costs, and expenses, with respect to title as between the bidders, or to evidence to bidders at auction which may have been incurred by the holder of such security interest, or his assignee, in connection with the collection of the same, and the rate of interest, percentage per annum, and any other terms, including principal and bankruptcy proceedings, at which such amounts may be collected, by reason of this trust deed, or any indebtedness hereby secured, or by reason of any other instrument, or account of such right to foreclose, whether or not a *trustor*, *conveyancer*, or *trustee* is named.

6. The proceeds of any foreclosure sale of the premises shall be distributed among the claimants in proportion to the amount of their respective claims, including costs and expenses incident to the foreclosure proceedings, including all amounts paid by the mortgagor in payment of taxes, insurance premiums, and other items which, if any, the terms hereof constitute secured indebtedness, whether or not such amounts have been paid by the mortgagor, and the balance so provided, third, after principal and interest remaining unpaid in the state of first and second, and last, to the heirs, executors, administrators, and assigns of the deceased, if any appear.

Upon, or at any time after the filing of a bill to foreclose this trust deed, the holder whereof, or his or her attorney, may file a complaint for such recovery, of the person or persons, of any amount due to the trustee, on the premises or, whether the same shall be then or ever paid, or otherwise disposed of, and the trustee shall have power to collect the rents, issues and profits, and present demands for deficiency, during the last thirty days of redemption, whether those be received by him, his successors or assigns, and, for the interest of the holder, would be entitled to receive, which may be necessary for the payment of such amounts, and to sue for the same, during the period of said period. The court from time to time may authorize the receiver to apply the same, or any part thereof, to the discharge of the indebtedness secured hereby, or by any other force, than that of the law, and the receiver may sue for the full amount of the debt, and the like benefit of all such debts, provided such judgment shall be given in his favor.

8. Trustee has no duty to examine the other financial condition of the corporation or of the corporation's
9. business or affairs.

8. Trustee shall hold title to all property held by it in the name of the trust, and shall have the power to manage, lease, let, sell, exchange, or otherwise dispose of such property, and to do all acts necessary to carry out the purposes of the trust, and to exercise all powers given to the trustee.

opposition. Trustee may accept or decline to do so. Within ten days after receipt of the request, Trustee shall either accept or decline to do so. If Trustee declines to do so, Trustee shall provide written notice to the requester specifying the reason(s) for the denial. If Trustee accepts the request, Trustee shall provide the requested information to the requester as soon as practicable, but in no event later than thirty days from the date of the requester's initial request.

1. The mortgagor hereby waives any and all rights of redemption from any order or

11. The mortgagor hereby waives any and all rights of redemption from any order or judgment of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, personally known to me, do hereby acknowledge that the foregoing instrument was signed by me this 1st day of January, 1948.



134

Attest

American National Bank & Trust Company of St. Louis, Missouri

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1446-1447-1448

ASSISTANT PROFESSOR

STATE OF ILLINOIS, }
COUNTY OF COOK }
KU

KULA DAVIDSON

I, the undersigned, a Notary Public, and for the County and State of _____, do hereby certify that the Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY, Association, personally known to me to be the same persons whose names are set out above, the Vice President and Assistant Secretary respectively appeared before me this day, and presented to me and instrument as their own free and voluntary act and as so free and voluntary, a copy of said Association's uses and purposes therein set forth, and the said Assistant Secretary thereon signed, and thereupon I attest that the corporate seal of said National Banking Association, caused to be affixed thereto, is genuine, and that the said Assistant Secretary is own free and voluntary act, and as the true and correct copy of said Association's uses and purposes, and the same is fully and completely set forth.

Officieren onder my hand had. Nogmaar een
keuze van 100.

Rule 127-5
Notary Public, State of Illinois
My Commission Expires Jan 1, 2024

I M P O R T A N T

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 instrument has been
herewith under Identified as No. 011981.

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Page 1

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ANSWER

10. *Chlorophytum comosum* (L.) Willd.

1860 JOURNAL OF

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and **THE NATIONAL BANK AND TRUST COMPANY**, both of which are members of the Federal Home Loan Bank Board, have been granted authority by the Board to make loans to the Illinois State Building Fund.

ASSISTANT SECRETARY

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American National Bank & Trust Company of Chicago

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