

UNOFFICIAL COPY

TRUST DEED

89060293

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made January 25 1989, Chicago Title & Trust Co., 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 May 13, 1983 and known as trust number 1083529, herein referred to as "First Party," and

Metropolitan Bank and Trust Co.

an Illinois corporation herein referred to as TRUSTEE, witnessed:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Four Hundred Twenty Thousand and 00/100ths-----

Dollars,

made payable to ~~BEARER~~ Metropolitan Bank and Trust Co. 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 12 per cent per annum in instalments as follows: Five Thousand Forty and 71/100ths-----

Dollars on the 25th day of February 1989 and Five Thousand Forty and 71/100ths--

Dollars on the 25th 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 25th day of January, 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 16 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 Metropolitan Bank and Trust Co. in said City,

NOW, THEREFORE, First Party in 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 situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Parcel 1: Lots 27 to 33 in Isham's Resubdivision of parts of Blocks 3, 4, and 5 in Isham's Subdivision of the North 1/2 of the South 1/2 of the Southwest 1/4, Lying Southwest of Milwaukee Avenue in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lot 46 in Block 3, Isham's Subdivision of the North 1/2 of the South 1/2 of the Southwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as:
2210 W. Wabansia
Chicago, Illinois

89060293

This document prepared by
PATRICIA MARTINEZ
2201 West Cermak
Chicago, Illinois 60608

14-31-89-018
14-31-89-019
14-31-89-028

The provisions of which Note, including the Due on Sale Clause are hereby incorporated herein and made part of by reference.

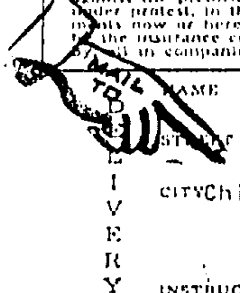
which, with the property hereinafter described, is referred to herein as the "premises."

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, promised and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter 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, malar 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 on 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 covenants and trusts hereinafter 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 building 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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be created 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 note, (4) complete within a reasonable time any building or building 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 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 hereon, (10) maintain 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 Metropolitan Bank and Trust Co.
STREET 2210 W. Cermak Rd.
CITY Chicago, Illinois 60608
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
PLEASE PRINT ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
2210 W. Wabansia
Chicago, Illinois

1. Title of the note, trust rights to be exercised by the Trustee, and the amount of principal or interest to be paid by the borrower or mortgagor, including address of the borrower or mortgagor, to be stated in the instrument. The Trustee shall be authorized to deliver all papers, including address of the borrower or mortgagor, to the appropriate authorities for the purpose of enforcing the terms of the instrument. If any of the above information is not stated in the instrument, the Trustee shall be authorized to obtain the same from the borrower or mortgagor or from any other source and to file the same with the appropriate authorities. The Trustee shall be authorized to execute any and all papers, including any and all affidavits, which may be required in connection with the enforcement of the instrument. The Trustee shall be authorized to execute any and all papers, including any and all affidavits, which may be required in connection with the enforcement of the instrument. The Trustee shall be authorized to execute any and all papers, including any and all affidavits, which may be required in connection with the enforcement of the instrument.

2. The Trustee or the holders of the note hereby assigned making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, law, lien or title of claim thereof.

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 (a) immediately in the case of default in making payments of any installment of principal or interest on the note, or (b) 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 hereof 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 same. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the debt 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, Trustee's fees, appraisers' fees, surveyors' fees, documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after notice of the decree of foreclosure) and such other items as may be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or 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 percent 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 the preparation for the commencement of any suit for the foreclosure hereof which might affect the premises of the security hereof, whether or not actually commenced, or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not actually commenced.

5. 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph herein; second, on other items which under the terms hereof constitute secured indebtedness additional to that secured by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any surplus 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 in said premises. Such appointment may be made either before or after sale, without notice, without regard to the sovereignty or insolvency at the time of application for such receiver, of 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 homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power in and to the premises, fixtures 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 time when First Party, its successors or assigns, require for the intervention of such receiver, who shall be entitled to collect such rents, issues and profits, and as other powers which may be necessary or advisable in such cases for the protection, preservation, control, management and operation of the premises during the whole of said period. The court may, at any time, authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or (2) 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 decree, provided such application is made prior to foreclosure sale, (3) the deficiency in case of a sale and deficiency.

7. Trustee 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 of negligence 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 this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce an exhibit to Trustee the note representing that all indebtedness hereby secured by this deed, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor holder, such successor Trustee may accept as the genuine note herein described any note which bears certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms 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 been executed in conformity with the above and by any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note 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 Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal of Trustee, the then Recorder or Registrar of Titles in which the premises are situated shall be successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers, duties and liabilities as herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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The trustee hereby waives any and all right of redemption from sale under any order of foreclosure of this Trust Deed on its own behalf and on behalf of each and every person except devise or judgment creditors of the trustee acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

Chicago Title and Trust Company

THIS TRUST DEED is executed by the undersigned, and personally but as Trustee as addressed in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Metropolitan Bank & Trust Company, hereby acting as its agent) that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in any other instrument contained shall be construed as creating any liability on the said First Party or on said Metropolitan Bank & Trust Company personally to pay the said note or any interest thereon, or any indebtedness secured hereby, and by each party, jointly or severally, or to perform any covenant or agreement implied herein contained, all such liability, if any, being expressly waived by Trustee, and by each party, jointly or severally, and any holder of the legal title or holders of said note and the owner of owners of any indebtedness secured hereby, and in said note provided for by a note conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided for by a note to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as above said, has caused this present to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, covenants, representations, conditions, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless assumed and even one of them made and intended not as personal warranties, covenants, representations, conditions, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by said Trustee at any time to be asserted or enforceable against the Chicago Title and Trust Company on account of the minimum or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, other than that expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as above said, has caused this present to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

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CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee as above said and not by its agent, has caused this present to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice-President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Guarantor personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President and Assistant Secretary respectively, appeared before me the day and date aforesaid, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary is a custodian of the corporate seal of said Company, and the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

STATE OF ILLINOIS
COUNTY OF COOK
"OFFICIAL SEAL"
Sheila Davenport
Notary Public, State of Illinois
My Commission Expires 9/21/91
Notarial Seal

Gave quietly my hand and Notarial Seal this 27th day of JAN 27 1989
Sheila Davenport
Notary Public

13.25

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Trustee as aforesaid and not personally.
By George M. [Signature] ASSISTANT VICE PRESIDENT

Attest _____ ASSISTANT SECRETARY

I, the undersigned

STATZ OF ILLINOIS } ss. _____ a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT
COUNTY OF COOK } George M. [Signature] Assistant Vice-President of the _____ and

Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Assistant Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the use and purpose therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of January, 1987

Notary Public

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, 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. _____

Trustee

13.25

THIS INSTRUMENT, Made January 25 1989, Chicago Title & Trust Co. in 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 May 13, 1983, and known as trust number 1083529, hereth referred to as "Trust Party," and Metropolitan Bank and Trust Co., an Illinois corporation herein referred to as "TRUSTEE," witnesseth: THAT, WIRKAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of Four Hundred Twenty Thousand and 00/100ths Dollars, made payable to ~~WIRKAS~~ Metropolitan Bank and Trust Co., 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 distribution on the balance of principal remaining from time to time unpaid at the rate of 12 per cent per annum in installments as follows: Five Thousand Forty and 71/100ths Dollars on the 25th day of February 1989 and Five Thousand Forty and 71/100ths Dollars.

WPK
1/27/87

THE ABOVE SPACE FOR RECORDING USE ONLY

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TRUST DEED

