(Monthly Payments Including Interest)

CAUTIC'S. On Sult a lawyer before using  $\phi$  is acting under this form. No, their the put is her ner the series of this form  $\phi$  and  $\phi$ , warrants with reserved therefor including universary of merchantability of threes for a particular purpose

89064661

13.25 TRAN 5357 02/10/89 11.17:00

#4218 # D \* -89-064661

January 30 HHS INDENTURE, made

1989 .

between

Harrison Limited Partnership 4505 N. Lincoln Ave. 60625 Chicago, 11

herem referred to as "Mortgagors," and FIRST SUBURBAN NATIONAL BANK

150 S. 5th Ave. Maywood, IL. (NO AND STREET)

herein referred to as "Trustee," witnesseth. That Whereas Mortgagors are justy indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Beny and 内电外设备 pand中的中的 usand.

Dolly, and interest to m January 30, 1989 on the balance of principal remaining from time to time unpadat the rate of percent per annum, such principal an and interest to be passable in installments as follows. Interest payable monthly

Dollars on the

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19 and

DEPT-01

day of each and copies month thereafter until said note is taily paid, except that the final payment of process along interest, it not soon of prod

COOK COUNTY RECORDER

The Above Space For Recorder of La Union

the extent not paid when due to bear are statist the date for payment thereof, at the rate of part and unstable payments on account of the proton of each of said instablements, constituting principal, to the extent not paid when due to bear are statist the date for payment thereof, at the rate of the payment of each of said instablements, constituting principal, to the extent not paid when due to bear are statist the date for payment thereof, at the rate of the payment of each of said instablements, and as such payments being made payable at FIRST SUBUSBAN NATIONAL BANK.

made payable at FIRST SUBURAN NATIONAL BANK. It at some other piace as the legal holder of the note may, from time to time, a string appoint, which note further provides that it the electron of the legal holder mane of and without notae; the principal sum remaining annual thereon, eigether with accrued interest thereon, shall become at one of all and payable, at the place of payment above it is a case default shall occur in the payment, when dure of any installment of pumpial or interest in accord one with the terms thereof or in case default shall occur and continue for three days in the performance of a strength enemal contained in this First Deed for which event electron may be made at any time after the expiration of said three days, without notice), and right all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of

NOW THEREFORE, to secure the payment of the and principal sum of money and interest in caccordance with the terms, processe as and humanous of the above mentioned note and of this Trust Deed, and the periodic covenants and across notation, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged. Mortgagors by these presents CONFY AND WARRANT unto the Trustee, its of his successors and assigns the following described Real Estate and all of their estate, right, title and interest thereal, situate, lying and being in the City of Chicago, COUNTY OF COOK AND STATE OF IT INOIS, town

See legal description attached and made a part thereof

89064661

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

Permanent Real Estate Index Number(s): 17-18-300-010

Addresses of Real Estate: 2329 West Harrison, Chicago, Il.

TOGFTHER with all improvements, tenements, casements, and appurtenances thereto belonging, and apprints its issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged printo be and on a parity with said read estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply lifeat, gas, water, light, power, retrigeration and air conditioning (whicher simple units or centrally controlled), and ventilation, including (without restricting by foregoing), serieens, window shades, storm doors and windows, thoir coverings, mador beds, stowes and water heaters. All of the foregoing in declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and definors and unsumfort other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assenses by all by part of the mortgaged premises.

IOHAVE AND IOHOLD the premises on anormalism successors in assension and assens, to ever for the purpose and upon the uses and trosts herein set tooth, free from all rights and benefits under and its virtue of the Homeste of Exemption 1 is a 4 the State of Homeste and inches and rights and benefits Mortgapors do hereby expressly release and wave.

The name of a record owner is

This I rust Deed consists of two pages, The covenants, conditions and provisions appearing on page 2 (the reverse side of this I was Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Acregagors, their heirs, successors and assigns.

(Scal)

Witness the hands and seals of Mortgagors the day and year first above written

Hartison Limited Fartnership

TYPE NAME:S.
BFLOW By: Gerasimos Morfesis, General Partner

Gerasímos Morfesis

State of filmors, County of

BELOW B

IMPRESS

4, the undersagned, a Notary Public in and for said County

in the State aforesaid. DO HEREBY CERTIFY that STEN (S. D. N. N. (S. ) TYCE LIGHT OCO

right of homestead.

u n personally known to me to be the same personwhose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . . h 4- signed, sealed and delivered the said instrument as tree and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

then under my hand and official sear, this

Junit Sion expires ...

This instrument was prepared by FIRST SUBURBAN NATIONAL BANK

FIRST SUBURBAN NATIONAL BANK

Mail this instrument to

150 S. SthyAve. Maywood, Il 60153

OR RECORDER'S OFFICE BOX NO

She all

(ZIP CODE)

OFFICIAL SEAL RIMITE A WESTERN THE PROPERTY 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and 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 companies satisfactory to the holders of the noic, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the bolders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act bereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax hen or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruage whem on account of any detault hereunder on the part of Mortgagors.

5. 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, state next or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valuar, of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each low of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the pay cipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal lose or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secored shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have he tight to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage deed, by my suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures an expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, onthays for occumentary and expert exidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after city of the decree) of procuring all such abstracts of title, title scarches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to he reasonably necessary either to prosecute such suit or to "some to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immedial city doe and payable, with interest theircon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with "1" in action, soft or proceeding, including but not himted to probate and bankruptey proceedings, to which either of them shall be a party, either as plantial chandant or defendant, by reason of this Trust Decd or any indebtedness hereby secured; or (b) preparations for the commencement of any stat for the loreches of the note inconnection with the loreches of the premises of the security hereof, whether or not actually commenced.

B. 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 any interns 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining units of fourth, any overplus to Morigagors, then hens, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, will out notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises of 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 to collect the rents issues and profits of said premises during the pendency of such foreclosure suit and, in case of a ale and a deficiency, during the full statutory period for redemption, whether there he redemption or not, as well as during any further times the Mortgagors, 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 are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or and receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or 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; (2) the deficiency in case of a sale and do it incovers.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times such a cess thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee by obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be hable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may courte indemnities satisfactory to him before exercising any power herein given.

13. 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 and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereinder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. 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 death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUST FE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

## **UNOFFICIAL COP**

## LEGAL DESCRIPTION

Lot 14 in the subdivision of Block 16 in Morris and others Subdivision of the West Half of the South West Quarter of Section 18, Township 39 North, Range 14, East of the

Property of County Clark's 63064661