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This Indenture,

Made FEBRUARY 3

STANDARD BANK AND TRUST COMPANY OF HICKORY HILL,

FORD CITY BANK AND 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 JANUARY 9, 1989

and known as trust number 3678

1989, between

herein referred to as "First Party," and COLE TAYLOR BANK

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed principal notes bearing even date herewith in the TOTAL PRINCIPAL SUM OF

ONE HUNDRED FORTY THOUSAND AND 00/100----- 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 in

instalments as follows: TWO THOUSAND FORTY-NINE & 83/100----- DOLLARS,

on the 10th day of March 1989, and TWO THOUSAND FORTY-NINE & 83/100----- DOLLARS

on the 10th day of each successive month thereafter, to and including the

10th day of January 1994 with a final payment of the balance due on the 10th

day of FEBRUARY 1994, with interest from date of disbursement on the principal bal-

ance from time to time unpaid at the rate of 12.5 per cent per annum payable

monthly ; each of said instalments of principal bearing interest after maturity at the rate of seven 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 COLE TAYLOR BANK 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, 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:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF;

* "Notwithstanding anything contained herein to the contrary, the amount of indebtedness secured by this Trust Deed shall not exceed 200% of the original stated principal amount of the Note herein described."

AS USED IN THIS DOCUMENT, THE TERMS "FORD CITY BANK AND TRUST CO." SHALL MEAN "COLE TAYLOR BANK".

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, in-a-door 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

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6. Upon, or at any time after the filing of a bill to prosecute this trial deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after suit, without notice, without regard to the solvency or insolvency at the time of application

5. The proceeds of any forcible seizure 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 forcible seizure pro-ceedings, including all such items as are mentioned in the preceding paragraph; second, all other items which interest under the terms hereof consulted in the proceeding paragraph; third, all prin-cipal and interest remaining unpaid on the note, with interest thereon as herein provided; fourth, any overplus to First Party, its legal representatives or assignees, as their rights may appear.

4. When the institution is disbanded, it shall become due whether by acceleration or otherwise, all expenses and expenditures which may be paid or incurred by or on behalf of the holder or holders of the note for attorney's fees, upholders fees, publication costs and costs (which may be estimated as to items to be expended after negotiation, charges, interest, principal and such other data and assurance as the trustee or trustee's attorney certifies), and all such expenses as to be reasonably necessary either to prosecute or defend suit or to vindicate rights of the note holder or holders at law or in equity.

3. At the option of the holders of the undelivered notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust note shall, notwithstanding any other assignments, all unpaid indebtedness secured by this note due and payable (a) immediately or in this trust due to the court, become due and payable (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 puru-

2. The Trustee or the holder(s) of any beneficiary securities may file any tax return or assessment, settle, for liability, tax claim or title or estimate of taxes or into the validity of any tax, without inquiry, into the accuracy of such bill, statement or estimate from the appropriate office of the state or federal government.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever,
for the purposes, and upon the uses and trust herein set forth.

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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 to collect the rents, issues 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, 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 of said period. The Court from time to time may 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 by any decree for 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 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 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 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 hereof, produce and exhibit to Trustee the 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, such 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 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 never executed a certificate on any instrument identifying same as the note described herein, it may accept 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 Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be 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.

11. This Trust Deed and the Note secured hereby are not assumable and are immediately due and payable in full upon vesting of title in other than the Grantors or the present Trust Deed or upon Transfer of the Beneficial Interest of the Land Trust referred to herein to any party other than the owner thereof as of the date of this instrument. In addition, if the subject property is held under Article of Agreement for deed by the present title holder, all sum due and owing hereunder shall immediately become due and payable.

12. LISTED BELOW. **Standard Bank & Trust Co. of Hickory Hills

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by HICKORY CITY BANK AND TRUST CO., as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, HICKORY CITY BANK AND TRUST CO., its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that HICKORY CITY BANK AND TRUST CO., individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS

IN WITNESS WHEREOF, HICKORY CITY BANK AND TRUST CO., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President and Trust Officer, the day and year first above written.

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12. Mortgagors hereby waive any and all right 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 judgement creditors of the mortgagors acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

As Trustee as aforesaid and not personally,

By *Deborah A. Garon*
Deborah A. Garon, Trust Officer

ATTEST *James J. Martin*, Jr.
James J. Martin, Jr., Associate Vice President
Trust Operations Manager

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LEGAL DESCRIPTION MADE PART OF TRUST DEED AND ASSIGNMENT OF RENTS
DATED FEBRUARY 3, 1989, BETWEEN STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS
AS TRUSTEE UNDER TRUST #3678 AND COLE TAYLOR BANK.

LOTS 6, 7, 8, 9 AND 10 IN BLOCK 52 (EXCEPT THAT PART TAKEN FOR WIDENING 79TH
STREET) IN PRICES SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP
38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF
VACATED MAPLE STREET (NORTH OF AND ADJOINING SAID LOTS 6 TO 10 INCLUSIVE) LYING
BETWEEN BLOCKS 49 AND 52 IN PRICES SUBDIVISION OF THE SOUTHWEST QUARTER OF
SECTION 26, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
WHICH LIES SOUTH OF AND ADJOINING THE 16 FOOT PUBLIC ALLEY SOUTH OF AND
ADJOINING LOTS 37 TO 47 BOTH INCLUSIVE, IN HARRY M. QUINN ADDITION TO CHICAGO,
BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PROPERTY LOCATION: 3716 West 79th Street, Chicago, IL

REAL PROPERTY INDEX NUMBER: #19-26-331-014-0000

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