

TRUST DEED

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DEPT-01 \$14.00
T#4444 TRAN 5666 03/01/89 13:37:00
#9737 # D * 37-090964
COOK COUNTY RECORDER

728084

THE ABOVE SPACE FOR RECORDERS USE ONLY

204 51191813 CIE A

THIS INDENTURE, Made February 16, 19 89, between Bank of Ravenswood, 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 08/23/88 and known as trust number 25-9475, herein referred to as "First Party," and Chicago Trust Company

89090964

an Illinois corporation herein referred to as "TRUSTEE," witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of

SIX HUNDRED SIXTY FIVE THOUSAND AND NO/100-----(\$665,000.00)----- Dollars, made payable to Bank of Ravenswood

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 hereof on the balance of principal remaining from time to time unpaid at the rate of

12.25 per cent per annum in instalments as follows:

SEVEN THOUSAND FOUR HUNDRED THIRTY EIGHT AND 46/100----(\$7,438.46)-----

Dollars on the 1st day of April 19 89 and SEVEN THOUSAND FOUR HUNDRED

THIRTY EIGHT AND 46/100-----(\$7,438.46)-----

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 March 19 2009.

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; upon non-payment of any installment when due, and continuance of such default for a period of ten (10) days, a delinquency charge of 1/12 of two percent (2%) of the entire unpaid principal balance due hereunder of twenty five and no/100 Dollars (\$25.00), whichever is greater, shall be imposed; 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

Bank of Ravenswood 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 (\$1.00) 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:

The terms and provisions of the note securing this Trust Deed are hereby incorporated by reference.

THE RIDER ATTACHED IS EXPRESSLY MADE A PART HEREOF:

SEE ATTACHED RIDER

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

TOGETHER with all improvements, tenements, assessments, 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 thereon 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-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.

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 destroyed; (2) keep said premises in good condition and repair, without waste and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due the 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 note; (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 ordinance 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 moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, in case of insurance about

DELIVERY NAME Bank of Ravenswood
STREET 1825 W. Lawrence
CITY Chicago, IL 60640

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
4179 W. Irving Park Rd.
Chicago, IL 60641
(Mtg.-VCR/Emergency 24 Inc.)

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 55

This instrument was prepared by Maria T. Buendia

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to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the note secured hereunder, if any and purchase, discharge, compromise or settle any tax lien or title or claim thereon or redeem from any tax sale or foreclosure proceedings or premises or contain any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including 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 12% per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, or for the redemption of any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, shall not be liable for the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim therefor.

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 payment 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 lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches 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 be reasonably necessary for the prosecution of such suit or to evidence 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. 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 12% per cent per annum, when paid or incurred by Trustee or holders of the note in connection with or in preparation for the prosecution of such suit or to evidence to bidders at any sale which may be had pursuant to such decree. If 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 (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security or title hereunder, as herein provided.

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 incident to the foreclosure proceedings, including all such items 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus 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 of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons who have the management and control of the premises, and without regard to the then value of the premises or whether the same shall be then occupied as a home 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 times 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, preservation, control, management and operation of the premises during the term 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 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. 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.

8. 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 to any person who shall, either before or after maturity thereof, a release, certificate, confirmation and operation of the mortgage, when the Trustee for the note receding therefrom, 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 predecessor 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.

9. 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 of 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.

If all or any part of the property or an interest therein is sold or transferred by borrower without Lender's prior consent, excluding, a) creation of a lien or encumbrance subordinate to this Mortgage, b) the creation of a purchase money security interest for household appliances, c) a transfer by devise decant or by operation of law upon the death of joint tenant or d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

In order to provide for the payment of taxes and assessments Mortgagee agrees to deposit with the holder of said Note secured hereby, 1/12th of the annual taxes and assessments, said deposit to be made simultaneously with the payments of principal and interest above described. Should taxes, when due, exceed such deposits, then the Mortgagee agrees to immediately pay such differences on demand. Failure to make such additional deposits shall be considered a default under the terms of this agreement. Said deposits shall be in a non-interest bearing account.

The corporate Trustee named herein being duly authorized to do so by the Board of Directors or by any persons having a power of direction over the Trustee does hereby waive, and all rights of redemption from sale under any order or decree foreclosing this mortgage, when the mortgage, at the time of the execution hereof, covers any land which is improved with any building, for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

THIS TRUST DEED is executed by Bank of Ravenswood 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 Bank of Ravenswood 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 contained shall be construed as creating any liability on said First Party or on said Bank of Ravenswood personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereinafter, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Bank of Ravenswood 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 by the enforcement of the lien hereby created; in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Bank of Ravenswood, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be herunto affixed and attested by its Assistant Land Trust Officer this 23rd day of February 1989.

BANK OF RAVENSWOOD As Trustee as aforesaid and not personally,

By *[Signature]* VICE-PRESIDENT

Attest *[Signature]* ASSISTANT LAND TRUST OFFICER

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

DOUGLAS W. MYERS
Assistant Vice-President of Bank of Ravenswood and MARTIN S. EDWARDS

Assistant Trust Officer 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 Land Trust Officer, 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 uses and purposes therein set forth; and the said Assistant Land Trust Officer then and there acknowledged that said Assistant Land Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

OFFICIAL SEAL
SILVIA MEDINA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/7/90

Given under my hand and Notarial Seal this 23rd day of FEB 1989
[Signature]
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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. **128084**
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
[Signature]
Trustee

89090964

MARIA T. BUENIZIA
BANK OF RAVENSWOOD
1825 West Lawrence Avenue
Chicago, Illinois 60640

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THIS RIDER IS MADE A PART OF A CERTAIN TRUST DEED DATED
02/16/89.

PARCEL 1:

Lots 1 to 8, inclusive, in Atwood pease and Louck's resubdivision of Lots 1, 4, 5, 8, 10, 11, 14 and 15 and all of vacated alley East of and adjoining original Lots 4, 5 and 8 all in Block 33 in Irving Park in the North 1/2 of the North East 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, and in the South East 1/4 of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

ALSO

PARCEL 2:

Lots 9 and 10, taken as a tract, (except that part thereof which lies Southeasterly of a Line 13 feet, Northwesterly of and parallel with the Southeasterly line of said Lot 9 and which lies Northwesterly of a Line 16 feet Southeasterly of and parallel with the last described line) in Atwood, pease and Louck's resubdivision aforesaid, in Cook County, Illinois

ALSO

PARCEL 3:

The North 1/2 of Lot 9 in Block 33 in Irving Park, a subdivision of the South East 1/4 of Section 15 and the North 1/2 of the North East 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 4:

All the East and West 15 foot vacated alley, together with all that part of the North and South 15 foot vacated alley lying South of and adjoining the South line of Lots 1 to 8, lying Southwesterly and West of and adjoining the Southwesterly and West line, respectively of said Lot 8 and lying West of and adjoining the West line of Lot 9 in Atwood, pease and Louck's resubdivision aforesaid, respectively of Lot 9 lying North of and adjoining the South line of the North 1/2 of said Lot 9 produced East of 15 feet in Block 33 in Irving Park aforesaid, all in Cook County, Illinois

Tax I.D. #13-22-203-001; 13-22-203-011; 13-22-203-012;
13-22-203-013; 13-22-203-014; 13-22-203-015

Property Address: 4179 W. Irving Park Rd.
Chicago, IL 60641

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Faint, mostly illegible text, possibly representing a deed or legal instrument. The text is heavily obscured by noise and a large watermark.

Property of Cook County Clerk's Office

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THIS INSTRUMENT WAS PREPARED BY:
MARIA T. BUENDIA
BANK OF RAVENSWOOD
1825 West Lawrence Avenue
Chicago, Illinois 60640

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Rider attached to Trust Deed Dated 02/16/89 from
Bank of Ravenswood, as Trustee u/t/a dated 08/23/88
and known as Trust #25-9475.

18. Call Provision Anything in this Trust Deed or the Note secured hereby to the contrary notwithstanding, the holder of said Note shall have the option to accelerate the maturity of the Note and to declare all unpaid indebtedness secured by this Trust Deed to be immediately due and payable at any time 60 months or more after the date of said Note. The holder of said Note shall exercise its option hereunder by giving 60 days prior written notice thereof to the Mortgagors.

19. Prepayment Penalty During the life of the loan, principal payments not to exceed \$ 173,000.00 may be made in any one mortgage year (non-cumulative) without premium. Principal payments in excess of said amount may be made at a premium of 6.13 % on the amount so prepaid.

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Property of Cook County Clerk's Office

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THIS INSTRUMENT WAS PREPARED BY:
MARIA T. BUENDIA
BANK OF RAVENSWOOD
1825 West Lawrence Avenue
Chicago, Illinois 60640