

UNOFFICIAL COPY

TRUST DEED

89139733

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 2 1989, between LaSalle National Bank as Trustee under trust agreement 112256 dated April 1st, 1987 & not personally

herein referred to as "Mortgagors," and
METROPOLITAN BANK AND TRUST COMPANY

an Illinois banking corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note herein after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Sixteen Thousand and 00/100ths Dollars (\$ 16,000.00), evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of METROPOLITAN BANK AND TRUST COMPANY and delivered, in and by which said Note the Mortgagors promise to pay said principal sum plus simple interest from date of disbursement at the rate of 3 over prime per annum in instalments of principal and interest as follows: principal due at maturity with interest paid monthly Dollars (\$XXXXXXXXXXXX), on the 2nd day of April 19 89 and a like amount of money on the 2nd 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 2nd day of September 19 89 and the principal of each instalment unless paid when due shall bear interest at the rate of 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 COMPANY in said City,

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED March 2nd, 1989 UNDER TRUST NO. 112256

This Mortgage or Trust Deed in the nature of a Mortgage is executed by La Salle National Bank, not personally but as Trustee under Trust No. 112256, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said La Salle National Bank hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor or on said La Salle National Bank personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right of security hereunder; and that so far as the mortgagor or grantor and said La Salle National Bank personally are concerned, the legal holder of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. The Trustee does not warrant or Defend title.

THIS INSTRUMENT IS ATTACHED HERETO AND MADE A PART HEREOF.

89139733

By Assistant Vice President [SEAL] [SEAL]
Attest Assistant Secretary [SEAL] [SEAL]
STATE OF ILLINOIS: Harriet Denisewicz

County of COOK ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Corinne Bek, Assistant Vice President and William H. Dillon, Assistant Secretary respectively of La Salle National Bank

who personally known to me to be the same person as whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein including the release and waiver of the right of homestead.

"OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Expires Oct. 30, 1991

Given under my hand and Notarial Seal this 3rd day of March A.D. 19 89
Harriet Denisewicz
Notary Public

13/25

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagors shall (1) promptly repair, restore or rebuild any buildings 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 mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 note; (4) comply 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 ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 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 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.
- Mortgagors shall 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 with the cost of replacing or repairing the same, 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 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 date of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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 lien or other prior lien or title or claim thereon, 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 attorneys' fees and 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 or proceeding which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of _____ 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 default hereunder on the part of Mortgagors.
- 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, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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 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 reasonable, necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition and 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 _____ 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, in 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 (b) preparations for the commencement of any suit for the foreclosure hereof after actual of such right to foreclose 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 hereof, whether or not actually commenced.
- 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 or sale 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 of Mortgagors at the time of application for such receiver 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 times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other law 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 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 a deficiency.
- No action for the enforcement of the lien 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.
- 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.
- 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 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 release purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein of the note and which purports to be executed by the persons herein designated as to collect such rents, issues and profits, 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 by the persons herein designated as makers thereof.
- 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.
- 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this trust deed.
- The holders of the note secured by this trust deed, at their sole option, reserve the right to extend, modify or renew the note secured hereby at any time and from time to time. This trust deed shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured, as well as during any times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, 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 by the persons herein designated as makers thereof. The Mortgagors from personal liability for the indebtedness hereby secured. In the event of any extensions, modifications or renewals, extension agreements shall not be necessary and need not be filed.
- Mortgagors agree that until said note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors to the holders of the note, heretofore or hereafter incurred, and without regard to the nature thereof, shall have been paid in full, Mortgagors will not, without the prior written consent of the holders of the note (1) create or permit any lien or other encumbrance (other than presently existing liens and liens securing the payment of loans and advances made to them by the holders of the note, or (2) exist on said real estate, or (3) transfer, sell, convey or in any manner dispose of said real estate.

T-5555 TRAN 2436 03/30/89 15:30:00
 #3912 #E *89-139735
 COOK COUNTY RECORDER

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND THE 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. _____

Metropolitan Bank and Trust Company, as Trustee
 by _____
 Assistant Secretary
 Assistant Vice President
 Assistant Trust Officer

Metropolitan Bank & Trust Co.
 STREET 201 W. Cermak Rd.
 CITY Chicago, Illinois 60608

FOR RECORDERS INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER _____

COOK COUNTY RECORDER

My Commission Expires Oct. 30, 1991

Notary Public, State of Illinois
Harriet Dentsewicz
OFFICIAL SEAL

Given under my hand and Notarial Seal this 3rd day of March, A.D. 1989
I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

County of COOK
Assistant Secretary Respective of La Salle National Bank
Gorline Bek, Assistant Vice President and William H. Millon, Assistant Secretary
Harriet Dentsewicz
STATE OF ILLINOIS
Assistant Secretary
By: [Signature] Assistant Vice President
[Signature] Assistant Secretary
La Salle National Bank as Trustee as aforesaid & not personally,
Witness the hand of [Signature] of Mortgageors the day and year first above written.
Mortgageors, their heirs, successors and assigns. See herein attached HERETO and MADE A PART HEREOF.
side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mort-
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the trusts and
TOGETHER with all improvements, tenements, covenants, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof
which, with the property hereinafter described, is referred to herein as the "premises,"

AND STATE OF ILLINOIS
COUNTY OF Cook
City of Chicago
Lots 8 to 16 both inclusive, in Block 16 in Walker's Subdivision of the Northeast 1/4
of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian in
Cook County, IL. Commonly known as: 2520-34, Western Ave., Chicago, IL.
PTN# 16-25-225-012 (affects lot 8 and 9), 16-25-225-013 (affects Lots 10 thru 16)
The interest
rate being charged on the loan is fixed at an interest
percentage points over the prime rate in effect
at the Metropolitan Bank and Trust Company, in the event such
prime rate shall fluctuate either up or down while any portion
of this Note shall remain unpaid, the interest rate being charged
on this Note shall be adjusted so that it shall at all times equal
percentage points over such prime rate from time to
time in effect.

NOW, THEREFORE, the Mortgageors to secure the payment of the said principal sum of money and said interest in accordance with the terms, pro-
visions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, do by these presents CONVEY and WAR-
RANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate,
lying and being in the

cc:666666

FILED 10/31/89

RECORDERS OFFICE FOR NUMBER
OR
CITY Chicago, Illinois 60608

INSTRUCTIONS
Y
R
E
V
I
D

STREET 201 W. Cermak Rd.
Metropolitan Bank & Trust Co.

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

THE PROTECTION OF BOTH THE BORROWER AND
THE TRUST DEED IS FILED FOR RECORD
AND IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE

METROPOLITAN BANK AND TRUST COMPANY, as Trustee
Assistant Secretary
Assistant Vice President
Assistant Trust Officer

The instrument Note mentioned in the within Trust Deed has been identified
herewith under identification No.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS TRUST DEED

1. Mortgagors shall promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or so destroyed; (2) keep said premises in good condition and repair, without waste, and free from incumbrances or other claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by mortgagors on the premises for the benefit of the mortgagee; (4) pay when due any taxes, assessments or other charges or claims on the premises; (5) keep the premises in repair, and upon request exhibit satisfactory evidence of such payment; (6) pay when due any taxes, assessments or other charges or claims on the premises; (7) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (8) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay all taxes, assessments and other charges which may be assessed or levied against the premises, water charges, sewer charges and other charges against the premises which may be assessed or levied against the premises, and shall pay all taxes, assessments and other charges which may be assessed or levied against the premises, water charges, sewer charges and other charges against the premises which may be assessed or levied against the premises.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm, and shall deliver to the mortgagee evidence of such insurance. In case of loss or damage by fire, lightning or windstorm, the mortgagee shall have the right to select the insurer and to receive the proceeds of the insurance, and shall deliver to the mortgagee evidence of such insurance.

4. In case of default hereof, the mortgagee may, at its option, cause the premises to be appraised by a competent appraiser, and the proceeds of the sale of the premises shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors. The mortgagee shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

5. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

6. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

7. When the mortgagors have defaulted in any of the covenants hereof, the mortgagee shall be entitled to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

8. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

9. Upon or at any time after the making of a deed of trust, the mortgagee shall have the right to foreclose the mortgage by the sale of the premises, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

10. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

11. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

12. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

13. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

14. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

15. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

16. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

17. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

18. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

19. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

20. The mortgagee shall have the right to receive the proceeds of the sale of the premises, and shall have the right to sell the premises at public or private sale, and the proceeds of the sale shall be applied to the payment of the debt secured hereby, and the balance, if any, shall be paid to the mortgagors.

15555, JAN 2 3 02/30/89 15:30:00
3312 #E *S-139733
COOK COUNTY RECORDER

84-07233