

UNOFFICIAL COPY

TRUST DEED

789667

BOX 260

89179393

CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 11 19 89, between Oak Brook Bank, not personally but as Trustee under a Trust Agreement dated 4/07/89 and known as Trust #2142 a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS, the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Sixty Two Thousand Two Hundred Fifty and no/100

666

(\$62,250.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest ~~as~~ provided for in the ~~note~~ note executed by the maker thereof and bearing even date herewith and which this Trust Deed secures

hereafter until said note is fully paid except that the final payment of principal and interest, if not so ~~paid~~ paid, shall be due on the 1st day of MAY 19 94. 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 ~~as~~ provided per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, in in note 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 Oak Trust and Savings Bank in said City,

NOW, THEREFORE, the Mortgagor 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid to the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS;

LOT 30 IN ALLEN C. LEWIS' SUBDIVISION OF THE SOUTH HALF OF BLOCK 22 IN THE CANAL TRUSTEES' SUBDIVISION IN THE WEST HALF OF SECT 05, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-05-319-078 1454 W Chestnut, Chicago Illinois 60622

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto including, and all rents, issues and profits thereof, for so long and during all such times as Mortgagor 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, inador 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 the mortgagor 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 set forth upon the uses and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

CORPORATE SEAL

BY Assistant Vice President ATTEST: Assistant Secretary

STATE OF ILLINOIS, } SS. I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Assistant Vice President of the and Assistant Secretary

of said Company, 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company 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.

GIVEN under my hand and Notarial Seal this day of 19

Notarial Seal

This instrument was recorded by T. O'Neill, Attorney-at-Law

89179393

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

Oak Trust and Savings Bank  
1000 N. B. ...  
Chicago, Illinois 60611

Chicago Illinois 60622

MAIL TO:

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No. *[Handwritten Signature]*  
Trustee *[Handwritten Signature]*  
ASSIGNMENT WITH PROVISIONS  
Trustee

The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

1. The mortgagor hereby agrees to grant to the mortgagee all his and all rights of redemption from and all rights of foreclosure of this trust deed, on its part and the word "mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof.

2. The mortgagor hereby agrees to grant to the mortgagee all his and all rights of redemption from and all rights of foreclosure of this trust deed, on its part and the word "mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof.

3. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

4. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

5. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

6. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

7. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

8. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

9. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

10. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

11. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

12. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

13. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

14. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

15. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

16. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

17. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

18. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

19. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

20. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes and shall pay the premium thereon in full under a policy in the amount provided by statute, any law or assessment which may be made or levied on the property.

This Instrument was Prepared by  
1000 North Rush Street  
Chicago, Illinois 60611  
William C. ... Attorney-at-Law

60179393

This instrument was prepared by: William T. O'Neill, Attorney-at-Law 1000 North Rush Street Chicago, Illinois 60611

79867

6664189

21. First Party hereby waives any and all rights 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 judgment creditors of First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

19. Taxes, assessments, insurance premiums, and other annual charges upon the real estate are to be paid monthly to the holder of the Note this Trust Deed secures as provided in said Note.

18. The principal of each of said installments and of the final payment unless paid when due shall bear interest after maturity at the same rate as the post-maturity rate stated in the Note. Interest at the post-maturity rate as specified in the Note is to be charged monthly on all past due interest that is earned and unpaid and said past due interest and additional interest are to be added on the last day of each month to the unpaid principal balance of the Note that this Trust Deed secures. The undersigned shall pay to the holder of the Note a late charge in an amount equal to two percent (2) multiplied by the entire amount of any installment (including principal and interest) not received by the holder or holders of the Note within ten (10) days after the due date of that installment.

(Additional agreements of First Party continued from Trust Deed.)

not accelerate the contract maturity of the indebtedness.) unreasonably withheld, the collateral assignment of beneficial interest will consent of the holder of the Note, which consent shall not be in the land trust instrument, (with the exception that with the written portion or all of the power of direction over the land trust or any interest Trust Deed, or shall, in any manner, sell, assign, transfer, or convey any the land trust holding title to the real estate which is the subject of the assign, transfer or convey any portion or all of the beneficial interest immediately in the event any or all guarantors of the Note shall sell, conveyed, whether outright or by installment or contract sale, or (11) transferred, conveyed, or agreed and/or contracted to be sold, transferred or any part thereof, or any of the incidents of ownership thereto, are sold, immediately in the event the undersigned's interest in the real estate, or been an integral part of the negotiations of the terms and conditions, (1) the real estate, and as that continued ownership or holding of interest has of the guarantors of the Note either in the real estate subject to this Trust continued ownership of the undersigned and the continued holding of interests loan evidenced by the Note secured by this Trust Deed are predicated on the guarantor of the Note, or (d) as the terms and conditions under which the or (c) immediately upon the dissolution or death of any maker and/or

\*\* (Continuation of agreements of First Party from paragraph 3 of the covenants, conditions and provisions, (events which may cause all unpaid indebtedness secured by this Trust Deed to become due and payable.))

ATTACHMENT TO TRUST DEED MADE APRIL 11, 1989 BETWEEN Oak Brook Bank, not NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED APRIL 7, 1989 AND KNOWN AS TRUST NUMBER 2142 THEREIN REFERRED TO AS "FIRST PARTY," AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

1500

1500

1500

Property of

COOK COUNTY RECORDER  
5944 \* D \* 07-179393  
141441 FROM 5589 01/24/89 10:55:00  
DEPT-01  
\$15.00

89179393

This Mortgage is executed by the Oak Brook Bank, not personally but as Trustee as aforesaid in the exercise of power and authority conferred upon and asked in it as such Trustee (and said Oak Brook Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressed in the said instrument that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Oak Brook Bank, its successors or assigns, for any interest that may accrue hereon, or any indebtedness accruing hereunder, or to perform any covenant other express or implied contained in such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and this so far as the First Party and its successors and said Oak Brook Bank personally are concerned, the legal holder or holders of said note and the creator or creators of an indebtedness according hereunder shall look solely to the premises hereby conveyed for the payment hereof, 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, OAK BROOK BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and date first above written.

OAK BROOK BANK  
As Trustee as aforesaid and not past  
By *[Signature]*  
ATTEST: *[Signature]*  
Assistant Secretary

STATE OF ILLINOIS } ss.  
COUNTY OF

I, *Sharon Cote*,  
a Notary Public, in and for said County in the State aforesaid,  
Vice-President of the OAK BROOK BANK

and *B. A. B. A. A. Hughes*, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and executed the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this *15th* day of *April*, A.D. 19 *89*  
SHARON E. COTE  
NOTARY PUBLIC  
STATE OF ILLINOIS  
EXPIRES 9/12/90