

729028

3001 N. ...
14-31-400-048-0000

MAIL TO:

TOGETHER WITH ALL IMPROVEMENTS, TENEMENTS, EASEMENTS, FIXTURES, AND APPURTENANCES THEREON BELONGING, AND ALL RENTS, ISSUES AND PROFITS THEREOF FOR SO LONG AND DURING ALL SUCH TIMES WHICH WITH THE PROPERTY HEREINAFTER DESCRIBED, IS REFERRED TO HEREIN AS THE "PREMISES",

Property Address: 1934 West Cortland St., Chicago, IL 60622
Real Estate Tax Number: 14-31-400-048-0000

LOT 46 IN BLOCK 39 IN SHEFFIELD'S ADDITION TO CHICAGO TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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) 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 situated, lying and being in the CITY OF CHICAGO, COUNTY OF COOK, and STATE OF ILLINOIS, to wit:

may be designated in writing by Trustee in said city. only upon the first of each month at the office of Trustee or as (15%) for years four and five payable in installments of interest two, twelve percent (12%) for year three, and fifteen percent time unpaid at the rate of ten percent (10%) for years one and interest from May 19, 1989 on the principal balance from time to amounts due and owing on the 31st day of May, 1994 together with said Note the First Party promises the said principal sum and any payable to the order of Bearer and delivered, in and by which of SIXTY-FIVE THOUSAND DOLLARS AND NO/100 (\$65,000.00) made INSTALLMENT Note bearing even date herewith in the principal sum WHEREAS, First Party has concurrently herewith executed an

W I T N E S S E T H :

THIS INDENTURE, Made this 18th day of May, 1989, between CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said company in pursuance of a Trust Agreement dated December 30, 1988 and known as trust number 1092547, herein referred to as "First Party", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, herein referred to as TRUSTEE.

\$17.00

TRUST DEED

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COOK COUNTY ILLINOIS

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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

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.

2. 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, foreclosure, tax lien or title or claim thereof.

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, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; in case of default therein then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth 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 thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premature rate set forth therein. In action 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.

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1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of the first party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) 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; (c) 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 notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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 herefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which first party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies provided for payment by the insurance companies or 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 note, under insurance policies payable, in case of loss or damage, to Trustee.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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.

the real estate.

as first party, his 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 condition, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including storm doors and windows, floor coverings, radiator 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

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, if any, liable for the payment of the indebtedness secured hereby, and without regard to the 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 times when first party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such

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 paragraphs 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 surplus to first party, its legal representative or assigns, as their rights may appear.

hereof, whether or not actually commenced.

(c) preparations for the defense of any threatened suit or of such right to foreclose whether or not actually commenced; or commencement of any suit for the foreclosure hereof after accrual of indebtedness hereby secured; or (b) preparations for the claimant or defendant, by reason of this trust deed or any to which either of them shall be a party, either as plaintiff, (a) any proceeding, including probate and bankruptcy proceedings, or incurred by Trustee or holders of the note in connection with any, otherwise the prematurely rate set forth therein, when paid maturity rate set forth in the note securing this trust deed, if payable, with interest thereon at a rate equivalent to the post additional indebtedness secured hereby and immediately due and nature of this paragraph mentioned shall become so much the value of the premises. All expenditures and expenses of the had pursuant to such decree the true condition of the title to or certificates, and evidence to bidders at any sale which may be title searches and examinations, guarantee policies, Torrens entry of the decree) or procuring all such abstracts of title, costs (which may be estimated as to items to be expended after expert evidence, stenographers' charges, publication costs and Trustee's fees, appraiser's fees, outlays for documentary and behalf of Trustee or holders of the note for attorneys' fees, expenditures and expenses which may be paid or incurred by or on

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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 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.

9. Trustee shall release this trust deed and the lien thereon 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 hereon 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 an identification number 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 placed its identification number on 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.

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.

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.

6. Trustee shall have the right to receive and collect all 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 and in his hands in payment in whole or in part of: (a) 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; (b) the deficiency in case of a sale and deficiency.

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Assistant Secretary

Attest

[Handwritten signature]

Corporate Seal

Assistant Vice-President

By

[Handwritten signature]

CHICAGO TITLE AND TRUST COMPANY, AS
Trustee as aforesaid and not personally,

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

THIS TRUST DEED is executed by the Chicago Title and Trust Company, 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 Chicago Title and Trust Company, 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 the said First Party or on said Chicago Title and Trust Company personally to pay the 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 expressly waived by Trustee and by every person now or hereafter claiming any right to security hereunder, and that so far as the First Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder or holders of said note and the 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.

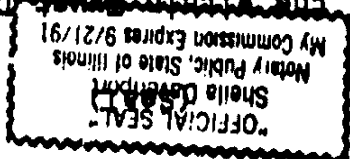
11. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

IMPORTANT

The installment note mentioned in the within Trust Deed has been identified herewith under identification No. 78328 BY CHIEF TITLE OFFICE TRUSTEE



NOTARY PUBLIC
Sheila Davidson

Given under my hand and Notarial Seal Date: MAY 18 1989

I, the undersigned, a notary public in and for the county and State aforesaid, DO HEREBY CERTIFY, that above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, grantor, 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, caused the corporate seal of said company to be affixed 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.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

Property of Cook County Clerk's Office