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BOX 983 - 66

PLACE IN RECORDER'S OFFICE BOX NUMBER 60626

MAIL TO: THE FIRST COMMERCIAL BANK 6945 N. CLARK STREET CHICAGO, ILLINOIS 60626

MAIL TO: FOR RECORDERS' OFFICE BOX NUMBER 60626 CHICAGO, ILLINOIS 4855 S. Ashland Avenue Chicago, Illinois

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THIS INDENTURE, Made June 9, 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 June 5, 1989 and known as Trust Number 1093246, herein referred to as "First Party," and THE FIRST COMMERCIAL BANK, an Illinois corporation, herein referred to as TRUSTEE, witnesses: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of THIRTY THOUSAND AND NO / 100 TH S (\$30,000.00) Dollars, made payable to THE ORDER OF DEANER THE FIRST COMMERCIAL BANK 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 of disbursement on the balance of principal remaining from time to time unpaid at the rate of 16.0 percent 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 THE FIRST COMMERCIAL BANK, 6945 North Clark Street in said City; NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, sell, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in Cook County, Illinois, to-wit: Lot 23 in Block 4 in the Resubdivision of Blocks 3 and 4 in Kay's Addition to Chicago said Addition being a Subdivision of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 and the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 8 Township 38 North, Range 14 East of the Third Principal Meridian, situated in the County of Cook in the State of Illinois (except the West 10 feet of said lot); Permanent Index Number: 20-08-108-019-0000 Property Address: 4855 S. Ashland Avenue, Chicago, Illinois This Trust Deed and the Mortgage which it secures, will not be assumable without the Note Holder's consent. Any sale, transfer, or further encumbrance (including, but not limited to a contract sale, sale under articles of agreement for deed, or a transfer to a trust), or any attempted sale, transfer, or further encumbrance of the undersigned's right, title, and interest in the property mortgaged hereunder, without said consent, shall render the entire note, including interest immediately due and payable at the Note Holder's election. which with the property hereafter described, as referred to herein as the "premises", 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 to secure the performance of the obligations of the Note Holder), and all appurtenances thereto, including, but not limited to, all rights, titles and interests therein, shall be held in trust for the benefit of the Note Holder and shall be subject to the following conditions: (a) the Note Holder shall be fully paid, and in case of the failure of First Party, its successors or assigns to do so, promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may be damaged, destroyed, (b) keep said premises in good condition and repair, without water, and free from mechanical 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 lien to Trustee or to holder of the note; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises (including all requirements of law or municipal ordinances with respect to the premises and the use thereof); (e) refrain from making material alterations in said premises except as required by law or municipal ordinance; (f) pay before any general tax, 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 holder of the note duplicate receipts therefor; (g) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (h) keep all buildings and improvements 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 providing for payment by the insurance companies of money sufficient 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 holder of the note, under insurance policies payable in case of loss or damage, but mature for the benefit of the holder 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 holder of the note, and in case of insurance provided to expire, to deliver renewal

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72-04-55403

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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1989 JUN 15 PM 2:56

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TRUST DEED FULL FOR RECORD COOK COUNTY, ILLINOIS



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NOTARIAL SEAL

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE AS FOLLOWS: THE TRUST DEED IS FILED FOR

TRUSTEE

The Installment Note mentioned in the within Trust Deed has been identified herewith and Identification No.

Notary Seal

OFFICIAL SEAL
Lynda S. Barthe
Notary Public, State of Illinois
My Commission Expires 4/2/90

Date: JUN 14 1989

Given under my hand and Notarial Seal

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Chairman, 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 use and purpose therein set forth. and as the free and voluntary act of said Company for the use and purpose therein set forth. and as the free and voluntary act of said Company for the use and purpose therein set forth.

STATE OF ILLINOIS }
COUNTY OF COOK } 55

Corporate Seal

By Lynda S. Barthe
ASSISTANT VICE-PRESIDENT

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

Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written. IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any, and its independent guarantors hereunder shall look solely to the premises hereby conveyed for the payment hereof, the enforcement of the lien hereby conveyed and by every person now or hereafter claiming any right of security hereunder, and that so far as the First Party and its successors, assigns and any independent guarantors hereunder, or to perform any covenants either express or implied herein contained, all such liability, if any, being created by any liability on the said First Party or on said Chicago Title and Trust Company personally in, to, by the said note or any interest that may be acquired by or for the said First Party and Trust Company, hereby warrants that it possesses full power and authority conferred upon and vested in it as such Trustee and said 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, not personally but as Trustee as aforesaid, to execute 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 word "note" when used in this instrument shall be construed to mean "note" when more than one note is used. 2. The word "note" when used in this instrument shall be construed to mean "note" when more than one note is used. 3. The word "note" when used in this instrument shall be construed to mean "note" when more than one note is used.

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FOR VALUE RECEIVED, CHICAGO TITLE AND TRUST COMPANY, 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 June 5, 1989 and known as Trust Number 1093246, hereby promises, out of that portion of the Trust Estate subject to said Trust Agreement specifically described in the Trust Deed given to secure the payment hereof, to pay to the order of THE FIRST COMMERCIAL BANK the principal sum of THIRTY THOUSAND AND NO/100THS (\$30,000.00) DOLLARS and interest on the balance of principal remaining from time to time unpaid at the rate computed as follows:

(a) From the date of disbursement to July 1, 1994, Thirteen percent (13%) per annum, and,

(b) From July 1, 1994 to July 1, 1999, the prime rate at THE FIRST COMMERCIAL BANK in effect on July 1, 1994 plus 1.5 percent per annum, and,

(c) From July 1, 1999 to July 1, 2004, the prime rate at THE FIRST COMMERCIAL BANK in effect on July 1, 1999 plus 1.5 percent per annum.

In the following manner:

(1) From the date of disbursement to July 1, 1994 principal and interest on the balance of principal remaining from time to time unpaid at the rate as computed in (a) above, shall be payable in consecutive monthly installments of THREE HUNDRED SEVENTY-NINE AND 58/100THS (\$379.58) DOLLARS each, beginning with August 1, 1989 and continuing thereafter on the first day of each month to and including July 1, 1994.

(2) For the period from July 1, 1994 to July 1, 1999 the unpaid principal balance as of July 1, 1994 together with interest as computed in (b) above shall be amortized over a period of 10 years and shall be payable in consecutive monthly installments beginning with August 1, 1994 and continuing thereafter on the first day of each month to and including July 1, 1999.

(3) For the period for July 1, 1999 to July 1, 2004 the unpaid principal balance as of July 1, 1999 together with interest as computed in (c) above shall be amortized over a period of 5 years and shall be payable in consecutive monthly installments beginning with August 1, 1999 except that a final payment of principal and interest, if not sooner paid, shall be due and payable on July 1, 2004.

(4) All such payment on account of the indebtedness evidenced by this Note shall be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

Interest after maturity or default until paid shall be payable at 16% per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holder of this Note may, from time to time, in writing appoint, and in the absence of such appointment than at the office of THE FIRST COMMERCIAL BANK.

A late charge of 5% shall be applied to any installment not received by the 15th day of the month in which it is due. Borrower agrees to pay this late charge promptly but only once on each late payment.

Up to 20% of the outstanding principal balance may be prepaid in any one year without penalty upon 30 days written notice to the Note Holder. The privilege is non-cumulative. A 2% penalty will be applied to any prepayment in excess of the allowable amount.

The payment of this Note is secured by a Trust Deed, bearing even date herewith to said THE FIRST COMMERCIAL BANK, on real estate in Cook County, Illinois, to which instruments reference is hereby made for a description of the security, and a state-ment of the terms and conditions upon which this Note is secured. It is agreed that at the election of the holder or holders hereof and without notice the principal

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ADJUSTABLE RATE INSTALLMENT NOTE

JUNE 9, 1989

EXHIBIT "A"

CHICAGO, ILLINOIS

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sum remaining unpaid hereon, together with accrued interest hereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof, or in case at any time hereafter the right to foreclose the said Trust Deed shall accrue to the legal holders hereof under any of the provisions contained in said Trust Deed.

This Note and the Trust Deed which secures it, will not be assumable without the Note Holder's consent. Any sale, transfer, or further encumbrance (including, but not limited to a contract sale, sale under articles of agreement for deed, or a transfer to a land trust), or any attempted sale, transfer, or further encumbrance of the undersigned's right, title, and interest to the property mortgaged hereunder, without said consent, shall render the entire note indebtedness immediately due and payable at the Note Holder's election.

The maker, makers, guarantors or endorsers jointly and severally waive diligence, presentment, protest and demand, notice of protest, demand and dishonor and non-payment of this Note, and agrees to pay all costs of collection when incurred, including reasonable attorney's fees. Payments under this Note may be extended or modified without affecting the liability of the undersigned. The security stated in the Trust Deed securing this Note may be released, in whole or in part, or increased or modified, and may secure further advances without affecting said liability. Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. Whenever applicable, the term "Trust Deed" shall also mean "Mortgage." If there is more than one maker of this Note, the liability of the undersigned shall be joint and several.

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

BY _____
Assistant Vice-President

ATTEST

Assistant Secretary

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