GEORGE E. COLE LEGAL FORMS Experation provision restricting TRUST DEED (ILLINOIS 89295942 For Use With Note Form 1448 ny Nability of Harris Trust and (Monthly Payments Including Interest) Savings Bank, attached hereto, is saly made a part heredi. 89295942 CALITION: Consult a lawyer by 89 May 31, THIS INDENTURE, made between Harris Trust and Savings Bank as Trustee <u>individually</u> # 43211. U/T/A dated 6-1-85. Trust INO. AND STREET (CITY) (STATE) herein referred to as "Mortgagors," and Commercial National Bank of Chicago 4800 N. Western, Chicago, Illinois (NO.ANO STREET) (STATE) herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of "principal promissory note; termed "Installment Note," of even date herewith, executed by Mirigagors, made payable to Bearer and delivered, in 1905 and no/100 note Mortgagors promise to pay the principal sum of May 31, 1989 on the balance of principal remaining from time The Above Space For Recorder's Use Only on the balance of principal remaining from time to time unpaid at the rate of 15,5 per cent installments as follows: One hundred twenty and 26/100 per annum, such principa suri and interest to be payable in installments as follows: One hundred twenty and Dollars on the 315t day of June 19 89 and One hundred twenty and 20/100 315t. day of each and very month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, educ on the state of day of May 1994; all such payments on account of the indebtedness evidences by said note to be applied first shall be due on the 31st the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 15.5 per cent per aintum, and all such payments being made payable at Commercial Nacional Bank, 4800 N. Western, Chicago, I consider the oral such other place as the legal made payable at Commercial Nacional Bank, 4800 N. Western, Chicago, II or at such other place as the legal holder of the note may, from time to time, in winting appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accuracy interest thereon, shall become at once due and payable, at the place of payment aloresaid, in case default shall occur and continue for three days in the performance of any meral linent of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any meral greement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and the full parties thereto severally wrive presentment for payment, notice of dishonor, printest and notice of NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performer acc of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the recept whereof is hereby acknowledged. Mortgagors by these presents CONVEY and unto the Trustee, its or his successors and assigns, it following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit: Lot 27 in Block 9 in Lone Park Addition to Lake View, being a Subdivision of the West is of the Southwest is of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois which, with the property hereinafter described, is referred to herein as the "premises, 14-20-317-018 Permanent Real Estate Index Nurvier(s): 1454 W. Henderson, Chicago, Illinois TOGETHER with all improvements, tenements, casements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged print arilly and on a partity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or therein used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades awards, sourm discreased without restricting the foregoing), screens, window shades awards, sourm discreased without coverings, mador beds, stoves and water heaters. All of the loregoing are declyred and agreed to be a part of the mortaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all smile or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premise. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purpo'es, and upon the uses and trusteen set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Morigagors do hereby expressly release and waive. The name of a record owner is: This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Jeed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Morigagors, their heirs. successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. HARRIS TRUST AND SAVINGS BANK, as Itusing under its (Seat) PLEASE PRINT OR TYPE NAME(S)Vide Pres. BELOW (Seal) SIGNATURE(S) Appression Secretory Affeat I, the undersigned, a Notary Public in and for east County State of Illinois, County of in the State aforesaid, DO HEREBY CERTIFY that - Haritel And "AFFIGIAL SEAL" personally known to me to be the same person 🛳 subscribed to the foregoing instrument, whose name 🕰 Dange M. Lesniak Notary Public, State of Illinois My Commission Expires 11/13/91 1-1/12-1

(ZIP CODE)

Commercial National Bank of Chicago

Chicago, Illinois 60625-1986 OR RECORDER'S OFFICE BOX NO

Given under my hand and official seal, this

This instrument was prepared by

Commission expires.

Mail this instrument to

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any building or buildings now or at any time in process of exection spon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statuts, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of registing 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 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 dates of expiration.
- 4. 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 lies or other prior lies or title or claim thereof, 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 reasonable attorneys' (sees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lies hereof, plus reasonable compensation to Trustee for each matter concerning which action herein as ho ized 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 nine 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 Murtgagors.
- 5. The Trustee or the ho ders 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.
- 6. Mortgagors shall pay each tiem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the retroipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall by the laws of the indeptedness in the enforcement of a mortgage debt. 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 exponses which may be paid or incurred by or on behalf of Trustee or holders of the note for altorneys' fees. Trustee's fees, appraiser's fees, outla's for documentary and expent evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended for antry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and simila do a and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or it of idence 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. In addition, a law and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immension with a law and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immension with a law and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immension, but or proceedings, its which either of them shall be a party, either as plaintiff, for an and the receive at the reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the precious which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the detense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not ac
- 8. 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 a large times as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebteon as juditional to that evidenced by the note hereby secured, with interest thereon as acrean provided; third, all principal and interest remaining unput. Journal, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a comptaint to foreclose this Trust Poed, the Court in which such complaint is filed may appoint a receiver of said pregases. Such appointment may be made either before or after said, 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 for redemption, whether there be redemption or not, as well as during any further time to the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which have be necessary or are usual in such cases for the profection, possession, control, management and operation of the premises during the whole of such 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 a specifor 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.
- IG. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be sub ect 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 screes thereto shall be permitted for that purpose.
- 12. 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 to any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- 13. 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 principal 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 identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note and which purports to be executed by the persons herein designated as makers thereof.
 - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have n recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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.
 - 15. This Trust Deed and all provisions hereof, shall extend to and he 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

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

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No.

John Iannantuoni Asst. Vice President

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thereof, by the enforcement of the lein hereby created, the the manner herein and in said principal note or of any indebtedness accruing hereunder shall look solely to the gremises hereby conveyed for the payment concerned, the legal holder or holders of said principal and interest notes or obligations and the owner or owners hereafter claiming any right or security hereunder, and that so tar as the Harris Trust and Savings Bank is such liability, if any, being expressly waived by lender, thustee, or mortgagee and by every person now or indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained; all Bank personally to pay the said principal notes or dbligations or any interest that may accrue thereon, or any egnives bne teur Tierres or obligations contained shall be construed as creating any liability on the Harris Trust and Savings execute this instrument) and it is expressly understood and agreed that nothing herein or in said principal or Trustee (and said Harris Trust and Savings Bank, hereby warrants that it possesses full power and authority to hous as it in beisev bns noqu benetnop ylinorius bns rewog eff in it exercise ent in bisserols as eeleurT as fud THIS INSTRUMENT (Mortgage or Trust Deed) is executed by the Harris Trust and Savings Bank not personally

89892945

11665 1155118X

obligation, provided.

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