



TRUST DEED UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

72-04-492-D3

THIS INDENTURE, made May 24, 1989, between American National Bank as Trustee under Trust Agreement dated, May 15, 1989 and known as Trust Number 106425-02

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 Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note in the Principal Sum of Two Hundred Ten Thousand (\$210,000.00)

DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagor of even date herewith, made payable to THE ORDER OF

and delivered, in and by which said Principal Note the Mortgagor promises to pay the said principal sum on May 15, 1990 with interest thereon from June 15, 1989 until maturity at the rate of eleven (11) per centum per annum, payable monthly starting the 1st day of August 1989 all of said principal and interest bearing interest after maturity at the rate of seventeen 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 Harry Langer 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, 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 City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 1 TO 4 IN BLOCK 3 IN FOSTER'S MONTROSE BOULEVARD SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND EXCEPT STREETS HERETOFORE DEDICATED, REFERENCE BEING MADE TO THE PLAT OF SAID SUBDIVISION RECORDED MAY 9, 1905 AS DOCUMENT NO. 3692294, IN COOK COUNTY, ILLINOIS.

PIN: 14-18-400-017 AND 14-18-400-018  
STREET ADDRESS: 4344 North Winchester, Chicago, Illinois  
This Document Prepared By: Simon Edelstein  
939 West Grace, Chicago, Illinois 60613

14<sup>00</sup>

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, 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 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, and 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 \_\_\_\_\_ of said corporation. Said resolutions further provide that the principal note herein described may be executed on behalf of said corporation by its \_\_\_\_\_

BY \_\_\_\_\_ ASSISTANT VICE PRESIDENT

Corporate Seal

ATTEST: \_\_\_\_\_ ASSISTANT SECRETARY

STATE OF ILLINOIS,  
County of \_\_\_\_\_

SS. I, \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

\_\_\_\_\_ 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 \_\_\_\_\_, A.D. 19 \_\_\_\_\_

Notarial Seal

NOTARY PUBLIC

89321709

Simon Edelstein  
939 West Grace  
Chicago, Illinois 60613

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

MAIL TO:

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

Chicaco Title and Trust Company, Trustee

**1. Mortgagor shall (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 buildings in good condition and repair, without waste, and free from mechanics 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 liens to Trustee or to holders 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; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in and premises except as required by law or municipal ordinance; (g) pay when due all general 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. The present indebtedness hereunder shall remain in full until, under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.**

**2. Mortgagor shall pay before any general 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. The present indebtedness hereunder shall remain in full until, under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.**

**3. Mortgagor shall 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 it so insured under policy or policies providing for payment by the insurance company of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in addition to the standard mortgage clause to be attached to each policy, and shall deliver to holders of the note, with rights to be evidenced by the standard mortgage clause, 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 herein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagor 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 lien or other prior lien or claim in respect of the premises from any tax lien or mortgage lien or other lien or claim in respect of the premises, 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 hereunder 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 pre-maturity rate set forth therein.**

**5. 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 of part of Mortgagor.**

**6. Mortgagor shall pay each item of indebtedness hereunder mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal note, and without notice to Mortgagor, due and payable when default shall occur and continue for three days in the option of the holder of the principal note, to the contrary, become due and payable, without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding payment of any interest, be the performance of any other agreement of the Mortgagor hereunder contained.**

**7. 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 expenses for documentary and other evidence, stenographer 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 the sale hereof or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidder at any sale which may be had pursuant to such decree the true condition of the title to or the 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth herein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose or not actually secured, or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose or not actually secured, or (d) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose or not actually secured; and (e) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or commenced, or (f) any other expenses incident to the foreclosure proceedings, including all such items 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 principal note, its successors or assigns, as herein provided; third, all principal and interest remaining unpaid on the principal note; fourth, any surplus or plus to Mortgagor, its successors or assigns, as their rights may appear.**

**9. Upon, or at any time after the filing of a bill to foreclose, 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 Mortgagor at the time of application for such receiver and without regard to the lien of the premises or whether the same shall be held occupied as a home or for 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 to the payment of taxes, interest and other charges, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver shall have power to collect the rents, issues and profits of said premises and to apply the same to the payment of taxes, interest and other charges, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver shall have power to collect the rents, issues and profits of said premises and to apply the same to the payment of taxes, interest and other charges, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver shall have power to collect the rents, issues and profits of said premises and to apply the same to the payment of taxes, interest and other charges, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole of said period.**

**10. 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.**

**11. 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.**

**12. Trustee has no duty in examining 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 held 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, for title indemnities satisfactory to it before exercising its own power herein given.**

**13. Trustee shall release this trust deed and the lien hereof 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, either in full or by partial payment, and such release shall be deemed a release of the principal note and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the principal note or any part thereof, and whether or not such persons shall have executed the principal note or this Trust Deed.**

**14. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, and its own behalf and on behalf of each and every person, except decree of judgment creditor of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.**

**17. 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.**

**18. Rider attached and made part of this Trust Deed.**

09-22-12-04

UNOFFICIAL COPY

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
NOT INDIVIDUALLY BUT SOLELY AS TRUSTEES  
1001 N. LAUREL ST. CHICAGO, ILL. 60610  
15515386

THIS RIDER is made this 24th day of May, 1989 and is incorporated into and shall be deemed to amend and supplement the Borrower's Trust Deed (the Deed) to Chicago Title and Trust, (the Lender) covering the property described in the Trust Deed, and located at: 4344-56 North Winchester and 1945-55 West Montrose, Chicago, Illinois.

1. Note (hereinafter referred to as Note) may be pre-paid at any time, without any pre-payment charges.

2. In the event that any installment of interest is not paid by the fifteenth (15th) day of the month, the undersigned promises to pay a "Late Charge" of One Hundred (\$100.00) Dollars to delay the expense incident to handling any such delinquent payment or payments.

From and after the maturity of Note, by lapse of time of otherwise, and in addition during any period of time that Borrower shall be in default hereunder whether or not notice has been given or a grace period has elapsed, the outstanding principal balance shall bear interest (the "Default Rate of Interest") at the rate of Seventeen Percent (17%) per annum.

3. In the event that Note is placed in the hands of an attorney-at-law for collection after maturity or upon default, or in the event that proceedings at law, in equity, or bankruptcy, receivership or other legal proceedings are instituted in connection herewith, or in the event that this Note is placed in the hands of an attorney-at-law to enforce any of the rights or requirements contained herein or in the Mortgage or Assignment or other instruments given as security for, or related to, the indebtedness evidenced hereby, the Borrower hereby agrees to pay all costs of collecting or attempting to collect this Note, or protecting or enforcing such rights, including, without limitation reasonable attorney's fees (whether or not suit is brought), in addition to all principal, interest and other amounts payable hereunder.

4. It is understood and agreed that the loan evidenced by Note is a business loan within the purview of Chapter 17, Section 6406 of Illinois Revised Statutes, transacted solely for the purpose of carrying on or acquiring the business of the beneficiary of the undersigned as contemplated by said section.

5. Transfer of the Property. If all or any part of the property of any interest in it is sold or transferred or the property further encumbered without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than Thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

6. This Trust Deed is a second lien on the premises conveyed thereby and is subject to the lien of another mortgage on same, dated March 15, 1986 and recorded March 26, 1986 as document number 86115386.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

dated March 15, 1986 and recorded March 26, 1986 as document number 86115386.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

60122368



1307538

This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or 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.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

As Trustee as aforesaid and not personally

By

*[Signature]*  
Assistant Secretary

7599231 ATTEST

KULA DAVIDSON

STATE OF ILLINOIS  
COUNTY OF COOK

I, a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that J. MICHAEL WHELAN, Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and Peter Johnansen, 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 delivered the said instrument as their own free and voluntary act and deed, and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

AND TRUST COMPANY OF CHICAGO, and Peter Johnansen, 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 delivered the said instrument as their own free and voluntary act and deed, and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Kula Davidson  
Notary Public in and for the County of Cook, State of Illinois  
My Commission Expires 12/31/1989  
JUN 15 1989  
A. D. 19  
*[Signature]*  
Notary Public

89321709