

TRUST DEED

703804

90409973

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made August 21 1990, between American National Bank and Trust Company of Chicago, 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 August 10, 1990 and known as trust number 112475-09, herein referred to as "First Party," and

Chicago Title and Trust Company herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of One Hundred Thirty Thousand (\$130,000.00) Dollars,

made payable to BEARER 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 in instalments as follows: Twenty Thousand and 00/100 (\$20,000.00) DOLLARS

on the 21st day of August 1991, and Twenty Thousand (\$20,000.00) DOLLARS

on the 21st day of each August, 1992 thereafter, to and including the

day of August 1993, with interest on the principal balance

from time to time unpaid at the rate of 13.5 per cent per annum payable monthly

and all of said principal and interest being made payable at such banking house or trust company in Oak Park

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 Ramon Patel 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, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Parcel 1: Lots 3, 4, 9 and 10, taken as a tract, (excepting from said tract the Northeastly 35.0 feet thereof) in White and Cole's Resubdivision of Block 1 in Stave's Subdivision of part of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 40 North, Range 13, lying West of Milwaukee Avenue, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The Northeastly 35.0 feet of Lots 3, 4, 9 and 10, taken as a tract, in White and Cole's Resubdivision of Block 1 in Stave's Subdivision of part of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 40 North, Range 13, lying West of Milwaukee Avenue, East of the Third Principal Meridian, in Cook County, Illinois.

RECORDING 14.25 TRAH 4362 08/22/90 13:09:00 90-90-409973 COUNTY RECORDER

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, increments, accretions, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof so long and during all such times as First Party, its 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 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, door closers, ladder 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 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) 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 holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) 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 therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms under policies providing for payment by the insurance company of amounts sufficient either 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 holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME: RAYMOND A. PATEL
STREET: 1024 WASHINGTON BLVD.
CITY: OAK PARK, IL. 60302
OR
RECORDERS OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INDEX STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
2631 West Francis
2091-99 North Stave
Chicago, Illinois

Handwritten signature/initials

90409973

holders of the note, each right to be exercised by the holder of the note, and to deliver all policies, including additional and renewal policies, to holder of the note at a time of maturity or expiration, or at any other time, not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, 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 pay said premiums or interest on any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, 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 the rate of seven 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 of the provisions of this paragraph.

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 officer 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 thereon.

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 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.

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 expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fees, costs, charges, and disbursements, and any other moneys advanced by Trustee or holders of the note, which may be estimated as to items to be expended after entry of the decree of foreclosure of such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and documents with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of any note 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 the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note, in connection with (a) any proceeding, including foreclosure, sale, bankruptcy proceedings, or such other of said nature, in which either a party, either as plaintiff, claimant or defendant, is concerned after entry of the decree of foreclosure hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after receipt of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 paragraph 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 representatives or assigns, as their rights may appear.

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 borrower or person, if any, liable for the payment of the indebtedness secured hereby, 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 of redemption, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, or the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or expedient in such cases for the protection, conservation, 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 in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or (2) 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, and such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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.

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.

9. 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 submit 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 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 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 executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be generated and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

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 of Trustee, the then Recorder or 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, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED 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 is expressly understood and agreed that neither 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 Trustee 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 are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured 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 borrower, 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 & Trust Company of Chicago
as Trustee as aforesaid, and not personally.
L. M. SOVERENSKI
VICE PRESIDENT
ASSISTANT SECRETARY



WITNESSED BY
L. M. SOVERENSKI
Notary Public
My Commission Expires 08/27/02

STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

RECORDED

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same persons who are authorized 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 as the free and voluntary act of said National Banking Association, as Trustee, for the use and purpose therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association 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 National Banking Association for the use and purpose therein set forth.

Given under my hand and Notarial Seal

L. M. SOVERENSKI
Notary Public

AUG 21 1900 Date

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

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 70774
CHICAGO TITLE & TRUST COMPANY TRUSTEE
ASST. SECRETARY

UNOFFICIAL COPY

IS FILED FOR RECORD.

FILED BY THE CLERK NAMED HEREIN BEING THE CLERK OF THE COURT.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

IMPORTANT

The instrument Note mentioned in the Public Trust Deed has been identified

with identification No.

Nearest Public

AUG 21 1930

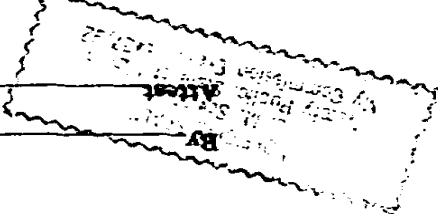
J. M. ...

Given under my hand and Notarial Seal

1. The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, are respectively the President and Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, and that the undersigned is duly qualified to perform the duties of a Notary Public in and for the County and State aforesaid.

STATE OF ILLINOIS } COUNTY OF COOK } SS

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO
VICE PRESIDENT
ASSISTANT SECRETARY



IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, Vice President and Assistant Secretary, 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, on this 21st day of August, 1930.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not lawfully but as Trustee as aforesaid in the capacity of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note shall be construed as creating any liability on the part of American National Bank and Trust Company of Chicago, or any person or persons connected or connected with it, in any way, for the payment of the principal or interest on the said note or for the redemption of the same.

19. The trustee hereby warrants that the instrument in which this trust deed is contained is a true and correct copy of the original instrument as the same appears on the records of the County of Cook, State of Illinois, and that the trustee has caused the same to be recorded in the office of the Recorder of Deeds of the County of Cook, State of Illinois, and that the trustee has caused the same to be recorded in the office of the Recorder of Deeds of the County of Cook, State of Illinois, and that the trustee has caused the same to be recorded in the office of the Recorder of Deeds of the County of Cook, State of Illinois.

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