

TRUST DEED OF 25th FEB 1990 90465320

764051

90465320

CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS DOCUMENT PREPARED BY NORTH COMMUNITY BANK, 3639 N. BROADWAY, CHICAGO, ILL.



THIS INDENTURE, made September 17, 1990, between
THE OBSERVERS INVESTMENT COMPANY
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 Instalment Note hereinafter described, said
legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

ONE MILLION FOUR HUNDRED THOUSAND AND 00/100***** Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF ~~CHICAGO~~
NORTH COMMUNITY BANK 3639 N. Broadway Chicago, IL.
and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from date of disburse-
ment on the balance of principal remaining from time to time unpaid at the rate of **Prime+1 Floating**** per annum in
instalments (including principal and interest) as follows:
INTEREST ONLY MONTHLY

Dollars or more on the 17th day of October 1990 and MONTHLY

~~more of the~~ thereafter until said note is fully paid except that the final payment of
principal and interest, if not sooner paid, shall be due on the ~~DEMAND~~ *****. All such payments on account
of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to
principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of **Prime+5 Floating****
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 **NORTH COMMUNITY BANK**
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**,

SEE ATTACHED FOR LEGAL DESCRIPTION

The trustee hereby waives any and all right of redemption from sale under any
order or decree of foreclosure of this Trust Deed, and on behalf of
each and every person except those named herein, of the trustee acquiring
any interest in or title to the premises subject to the date of this Trust Deed.

which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto being granted, 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 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, 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 ~~President~~ President and
attested by its ~~Secretary~~ Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the
Board of Directors of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its
Board of Directors **THE OBSERVERS INVESTMENT COMPANY**

CORPORATE
SEAL

15.00

BY Lawrence T. O'Brien
Lawrence T. O'Brien ~~President~~ President
ATTEST: Patrick J. O'Brien
Patrick J. O'Brien ~~Secretary/Treas~~ Secretary/Treas

STATE OF ILLINOIS }
County of Cook } SS. I, Stratte P. Coorlas
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Lawrence T. O'Brien ~~President~~ President of the **THE OBSERVERS INVESTMENT COMPANY**
and Patrick J. O'Brien ~~Secretary/Treas~~ Secretary/Treas

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
~~President~~ President and ~~Secretary~~ 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 ~~Secretary~~ Secretary ~~and~~ there acknowledged that said ~~Secretary~~
Secretary ~~in~~ ~~the~~ ~~presence~~ of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as
said ~~Secretary~~ Secretary ~~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 17th day of September, 19 90
OFFICIAL SEAL
STRATTE P. COORLAS
NOTARY PUBLIC STATE OF ILLINOIS

90465320

UNOFFICIAL COPY

CHICAGO, ILLINOIS 60613

3639 N. BROADWAY

NORTH COMMUNITY BANK

MAIL TO:

HOR RECORDEE'S INDEX PURPOSES
INSERT STREET ADDRESS ABOVE
DESCRIBED PROPERTY HERE

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

CHICAGO TITLE AND TRUST COMPANY

Identified by
Trustee
Assistant Vice President

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

7. 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 subsequent to the date of this trust deed.

8. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, acquiring any interest in or title to the premises, "notes", when more than one note is used, whether or not such person shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof.

9. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under it, through Mortgagor, and the Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee. This Trust Deed shall be recorded in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated. 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 recorded may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been contained of the note and which purposes to be executed on behalf of the corporation herein designated as trustee.

10. Trustee may accept as the genuine note herein described any note which may be presented and which conforms with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as trustee and which has never placed its identification number on the note described herein. In substance with the description herein contained of the original trustee and it has never placed its identification number on the note described herein. Trustee shall not be required to inquire into the genuineness of the note and which purports to be executed on behalf of the corporation herein designated as trustee and which has never placed its identification number on the note described herein. Trustee shall not be required to inquire into the genuineness of the note and which purports to be executed on behalf of the corporation herein designated as trustee and which has never placed its identification number on the note described herein.

11. 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 hereof to and a request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note representing that all indebtedness secured by this trust deed, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such release may be made as a trustee designated before or after maturity hereof, produce and exhibit to Trustee the note representing that all indebtedness secured by this trust deed, which representation Trustee may accept as true without inquiry.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the genuineness of the signatures, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any mortgage or instrument given unless expressly obligated by the terms hereof, or that of the agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.

13. 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. 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.

14. 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 instituting same in an action at law upon the note hereby secured.

15. 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 instituting same in an action at law upon the note hereby secured.

16. 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 instituting same in an action at law upon the note hereby secured.

17. 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 instituting same in an action at law upon the note hereby secured.

18. 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 instituting same in an action at law upon the note hereby secured.

19. 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 instituting same in an action at law upon the note hereby secured.

20. 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 instituting same in an action at law upon the note hereby secured.

21. 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 instituting same in an action at law upon the note hereby secured.

22. 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 instituting same in an action at law upon the note hereby secured.

23. 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 instituting same in an action at law upon the note hereby secured.

24. 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 instituting same in an action at law upon the note hereby secured.

25. 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 instituting same in an action at law upon the note hereby secured.

26. 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 instituting same in an action at law upon the note hereby secured.

27. 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 instituting same in an action at law upon the note hereby secured.

28. 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 instituting same in an action at law upon the note hereby secured.

29. 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 instituting same in an action at law upon the note hereby secured.

30. 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 instituting same in an action at law upon the note hereby secured.

THE COVENANTS, CONDITIONS AND PROVISIONS HEREIN SET FORTH ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

90465320

UNOFFICIAL COPY

THE EAST 1/2 OF VACATED S. NORMAL AVENUE LYING WEST OF AND ADJOINING THE ABOVE DESCRIBED PREMISES, IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF THE NORTHWESTERLY 1/2 OF THE VACATED ALLEY SOUTH AND ADJOINING LOT 19 AS DESCRIBED AND THAT PART OF THE SOUTH 1/2 AND SOUTHEASTERLY 1/2 OF THE VACATED ALLEY LYING NORTHERLY OF AND ADJOINING SAID LOTS 11 THROUGH 17, IN COOK COUNTY, ILLINOIS;

ALSO

BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 21, WHICH POINT IS 5.46 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 21; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 5.46 FEET OF SAID LOT 21, A DISTANCE OF 59.25 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF LOTS 19, 20 AND 21 TO THE SOUTHEASTERLY LINE OF SAID LOT 19; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 19 TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 19, 20 AND 21 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

THE WEST 1/2 OF VACATED S. NORMAL AVENUE LYING EAST OF AND ADJOINING LOTS 40 THROUGH 46 IN JOHN F. IRWIN'S SUBDIVISION, AFORESAID, IN COOK COUNTY, ILLINOIS;

ALSO

THE WEST 1/2 OF VACATED S. NORMAL AVENUE LYING EAST OF AND ADJOINING LOTS 29 AND 30 IN ARTEMUS CARTER'S SUBDIVISION, AFORESAID, IN COOK COUNTY, ILLINOIS;

ALSO

LOTS 40, 41, 42, 43, 44, 45 AND 46 TOGETHER WITH THE EAST 1/2 OF THE VACATED ALLEY WEST OF AND ADJOINING SAID LOTS IN JOHN F. IRWIN'S SUBDIVISION OF LOT 1 IN BLOCK 44 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SO MUCH OF THE SOUTHEAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS;

ALSO

LOTS 29 AND 30 TOGETHER WITH THE EAST 1/2 OF THE VACATED ALLEY WEST OF AND ADJOINING SAID LOTS IN ARTEMUS CARTER'S SUBDIVISION OF LOT 4 IN BLOCK 14 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SO MUCH OF THE SOUTHEAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS;

ALSO

LOTS 25 AND 26 TOGETHER WITH THE WEST 1/2 OF VACATED ALLEY LYING EAST AND ADJOINING SAID LOTS, IN HULL AND CLARKE'S SUBDIVISION OF LOT 3 IN BLOCK 44 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SO MUCH OF THE SOUTHEAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS;

ALSO

LOTS 43, 44, 45, 46, 47, 48, 49, AND 50 TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY LYING EAST AND ADJOINING SAID LOTS, ALL IN C. J. HULL'S SUBDIVISION OF LOT 2 IN BLOCK 44 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SO MUCH OF THE SOUTHEAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOTS 41 TO 45, INCLUSIVE, IN ARTEMUS CARTER'S SUBDIVISION OF LOT 4 IN BLOCK 44 IN CANAL TRUSTEES OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SO MUCH OF THE SOUTHEAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

90465320

UNOFFICIAL COPY

Faint, illegible text, likely bleed-through from the reverse side of the page. The text is arranged in several columns and appears to be a list or a set of records.

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

20051

TAX ID NOS. 17-21-307-008; 17-21-307-009; 17-21-307-010; 17-21-307-011; 17-21-307-012; 17-21-307-013; 17-21-307-017; 17-21-307-018; 17-21-307-019; 17-21-307-020; 17-21-307-045; 17-21-307-046; 17-21-307-047; 17-21-307-048; 17-21-307-049; 17-21-307-050; 17-21-307-054; 17-21-307-055; 17-21-307-057; 17-21-307-072; 17-21-307-074;

Chicago, IL.

PROPERTY ADDRESS: 1625-1711 S. Clinton, & 1770 S. Canalport & 530 W. 18th St.,

NORTHEAST CORNER OF SAID LOT 37 TO A POINT ON THE SOUTH LINE OF SAID LOT 39 WHICH IS 21.49 FEET WEST OF THE SOUTHWEST CORNER OF SAID LOT 391 ALL IN JOHN F. IRWIN'S SUBDIVISION OF LOT 1 IN BLOCK 44 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SO MUCH OF THE SOUTHEAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

LOTS 37, 38 AND 39 TOGETHER WITH THE EAST 1/2 OF THE VACATED ALLEY ABUTTING SAID LOTS 37, 38 AND 39 ON THE WEST (EXCEPTING THOSE PARTS OF SAID LOTS 37, 38 AND 39 LYING EASTERLY OF A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 3255.87 FEET AND EXTENDING FROM A POINT ON THE NORTH LINE OF SAID LOT 37 WHICH IS 68.7 FEET WEST OF THE

ALSO

LOTS 39, 40, 41, AND 42 TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY NORTH AND ADJOINING SAID LOTS 39 AND NORTH AND ADJOINING THE WEST 1/2 OF THE VACATED ALLEY EAST OF AND ADJOINING SAID LOTS 39, 40, 41, AND 42, ALL IN C. J. HULL'S SUBDIVISION OF LOT 2 IN BLOCK 44 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SO MUCH OF THE SOUTHEAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS;

PARCEL 6:

ILLINOIS:

LOTS 31 TO 35, BOTH INCLUSIVE, TOGETHER WITH THE EAST 1/2 OF THE VACATED ALLEY WEST OF AND ADJOINING SAID LOTS 31 TO 35, ALSO THE WEST 1/2 OF VACATED S. NORMAL AVENUE ABUTTING SAID LOTS 31 TO 35, ALL IN ARTEMUS CARTER'S SUBDIVISION OF LOT 4 IN BLOCK 44 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SO MUCH OF THE SOUTHEAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS;

ALSO

LOTS 27 TO 31, BOTH INCLUSIVE, TOGETHER WITH THE WEST 1/2 OF VACATED ALLEY LYING EAST AND ADJOINING SAID LOTS, ALL IN HULL AND CLARKE'S SUBDIVISION OF LOT 3 IN BLOCK 44 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SO MUCH OF THE SOUTHEAST 1/4 SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS;

PARCEL 5:

ILLINOIS:

OF THE EAST LINE OF SAID LOT 40 EXTENDED SOUTH; ALSO ALL OF THE WEST 1/2 OF VACATED S. NORMAL AVENUE LYING EAST OF AND ADJOINING LOTS 36, 37, 38, 39, 40, 41 AND THE 10 FOOT VACATED ALLEY, ALL IN ARTEMUS CARTER'S SUBDIVISION OF LOT 4 IN BLOCK 44 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SO MUCH OF THE SOUTHEAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS;

LOTS 36 TO 40, BOTH INCLUSIVE; THE EAST 1/2 OF THE NORTH-SOUTH VACATED 10 FOOT ALLEY LYING WEST OF AND ADJOINING LOTS 36 TO 40, AND BETWEEN THE NORTH LINE OF LOT 36 AND THE SOUTH LINE OF LOT 40, BOTH EXTENDED WEST; ALSO ALL OF THE EAST-WEST VACATED 10 FOOT ALLEY LYING SOUTH AND ADJOINING THE SOUTH LINE OF LOT 40 AND SAID SOUTH LINE EXTENDED WEST AND LYING EAST OF THE CENTER LINE EXTENDED SOUTH OF THE NORTH-SOUTH VACATED 10 FOOT ALLEY WEST OF AND ADJOINING SAID LOT 40 AND LYING WEST

ALSO

90465320

UNOFFICIAL COPY

[Faint, illegible text from a document, possibly a court record or official document, is visible in the background.]

Property of Cook County Clerk's Office

00000000