

BOX 333 - HW

TRUST DEED

LaSalle National Bank

at Towner

Towner

THE ABOVE SPACE FOR RECORDERS USE ONLY

LaSalle National Bank

135 South La Salle Street
CHICAGO, ILLINOIS 60690

FORM 8045 AP (6-74)

Mail to:

Mattew E. Ramon
444 Serbie Rd #302
Milwaukee, Wis. 53211

This instrument prepared by: Crest J. Popol, 2300 W. Chicago Ave., Chicago, IL 60622.

FOR THE PROTECTION OF BOTH THE MORTGAGOR AND MORTGEE IN THE EVENT OF THE FIRST MENTIONED PARTY'S FAILURE TO COMPLY WITH THE TERMS OF THIS INSTRUMENT, THE MORTGAGOR AND MORTGEE HEREBY AGREE TO THIS INSTRUMENT BEING FILED FOR RECORD.

OFFICIAL SEAL
Evelyn F. Moore
Notary Public, State of Illinois
My Commission Expires Aug 9, 1993

STATE OF ILLINOIS
COUNTY OF COOK
I, Evelyn F. Moore, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the foregoing instrument was duly executed and acknowledged before me this 14th day of August, 1992, by the Assistant Secretary of LaSalle National Bank, a corporation organized under the laws of the State of Illinois, and that the said instrument was duly recorded in the office of the Recorder of Deeds of Cook County, Illinois, on the 14th day of August, 1992.

THIS INSTRUMENT IS TO BE FILED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, IN THE CITY OF CHICAGO, ILLINOIS, FOR THE PROTECTION OF BOTH THE MORTGAGOR AND MORTGEE IN THE EVENT OF THE FIRST MENTIONED PARTY'S FAILURE TO COMPLY WITH THE TERMS OF THIS INSTRUMENT, THE MORTGAGOR AND MORTGEE HEREBY AGREE TO THIS INSTRUMENT BEING FILED FOR RECORD.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this 14th day of August, 1992.

NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS
Evelyn F. Moore
Assistant Secretary
LaSalle National Bank

1. Trustee of 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.
2. Trustee has no duty to examine the title location, existence or condition of the premises, not shall Trustee be obligated to record this Trust Deed or to exercise any power herein over unless expressly obligated by the terms hereof, and it may require indemnification satisfactory to it to be given covering any power herein given to that of the agents or employees of Trustee, and it may require indemnification satisfactory to it to be given covering any power herein given.
3. Trustee shall release this Trust Deed and the lien thereof 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 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 true the representation of the person who produces the note representing to be the holder of the note, and where the release is requested of the original Trustee and which purports to be executed on behalf of Trustee, and where the release is requested of the original Trustee and which purports to be executed on behalf of Trustee, it may be executed on behalf of Trustee.
4. Trustee may require by instrument in writing filed in the office of the Recorder of Deeds of Cook County, Illinois, in the City of Chicago, Illinois, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of Cook County, Illinois, in the City of Chicago, Illinois, to execute the instrument for all acts performed hereunder.

90518259

THIS INSTRUMENT, Made **October 22, 1990**, to be effective, all National Bank, a national banking association, not personally but as Trustee under the provisions of a Deed of Trust duly recorded and delivered to said Bank in pursuance of Trust Agreement dated **September 10, 1990**, and known as trust number **115755** herein referred to as "First Party," and **Chicago Title and Trust Company**

72-73-313

an Illinois corporation 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 THIRTY TWO THOUSAND FIVE HUNDRED AND NO/100 (\$32,500.00)** 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 and interest on the balance of principal remaining from time to time unpaid at the rate of **9 6 1/2 per cent per annum** as follows: **TWO HUNDRED FIFTY SEVEN AND 29/100 (\$257.29)** on the **23rd** day of **November** **1990** and **TWO HUNDRED FIFTY SEVEN AND 29/100 (\$257.29)** on the **23rd** day of each month 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 **23rd** day of **April** **1991**.

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 highest lawful rate per annum, and all of said principal and interest being made payable at such banking house or trust company in **Chicago**

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 **ELCA Loan Fund, 8765 W. Higgins Rd., Chicago, Illinois, 60631**

NOW, THEREFORE, First Party to secure the payment of 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 situate, lying and being in the **City of Chicago**

Cook AND STATE OF ILLINOIS, to wit **COUNTY OF**

Lot 10 in Block 11 in Hansbrough and Hess Subdivision of the East One-Half of the South West One-Quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, ***

Permanent Real Estate Tax Index No. **13-36-320-028-0000**,
Property Address: **1700-02 N. Richmond St., Chicago, Illinois.**

COOK COUNTY RECORDS
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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 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, whether single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door 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 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 improvements 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 prior liens 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 ordinance 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; and upon written request, to furnish to Trustee or to holders of the note duplicate receipts thereof; (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 windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing 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 to carry all policies including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore set forth 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 lien or other prior lien 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 attorney's 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 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 highest lawful rate 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 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.

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 in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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 title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence 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. 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 highest lawful rate per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual 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 in 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 person or persons, 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 home, stead 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 times when First Party, its successors or assigns, 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 are usual in such cases for the protection, possession, 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 or payments 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 superior to the lien hereof in or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and a deficiency.