



THIS INSTRUMENT WAS PREPARED BY  
**TRUST OFFICER**  
 The South Shore Bank of Chicago  
 Austin Branch  
 7054 S. Jeffery Boulevard  
 Chicago, Illinois 60649

THIS DOCUMENT IS EXECUTED SOLELY BASED ON  
 INFORMATION FURNISHED BY THE BENEFICIARY OR  
 BENEFICIARIES OF THE AUSTIN RESAID TRUST. THE  
 UNDERSIGNED HAS NO PERSONAL KNOWLEDGE OF ANY  
 OF THE FACTS OR STATEMENTS HEREIN CONTAINED.

**90628318**

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 14, 1990, between AUSTIN BANK OF CHICAGO, not personally, but as Trustee under Trust Agreement Number 6548, dated June 16, 1989, 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 (\$43,750.00) -----

Forty-three Thousand Seven Hundred Fifty and 00/100 ----- Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest ~~from~~ on the balance of principal remaining from time to time unpaid at the rate of 12.25 per cent per annum in instalments (including principal and interest) as follows: (\$532.05) -----

Five Hundred Thirty-two and 05/100 ----- Dollars or more on the 15th day of January 1991 and Five Hundred Thirty-two and 05/100 -----

Dollars or more on the 15th 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 15th day of December 2005. 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 12.25 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 The SOUTH SHORE BANK OF CHICAGO

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:  
 THE NORTH HALF OF LOT 3 IN BLOCK 4 IN MERRICK'S SUBDIVISION OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 726-28 North Pine, Chicago, Illinois 60644

P.I.N.# 16-09-100-025-0000

**14<sup>00</sup>**

90628318

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 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, the Grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its (Assistant) (Trust Officer) and attested by its (Assistant) (Trust Officer)

this 14th day of December, 1990.

AUSTIN BANK OF CHICAGO  
 as Trustee, as aforesaid and not personally,  
 By [Signature]  
 Its (Assistant) (Trust Officer)  
 Attest: By [Signature]  
 (Assistant) (Trust Officer)

STATE OF ILLINOIS )  
 COUNTY OF COOK ) SS.

BOX 333 - HV

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named (Assistant) (Trust Officer) and (Assistant) (Trust Officer) of AUSTIN BANK OF CHICAGO, an Illinois banking corporation, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) (Trust Officer) 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 Illinois banking corporation for the uses and purposes therein set forth; and the said (Assistant) (Trust Officer) then and there acknowledged that he, as custodian of the corporate seal of said Illinois banking corporation, caused the corporate seal of said Illinois banking corporation to be affixed to said instrument as his free and voluntary act and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of December, 1990.

" OFFICIAL SEAL "  
 BARBARA A. JANKOWSKI  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 5/2/92

[Signature]  
 My Commission Expires: 5/2/1992  
 Notary Public

#35-00193051-9

ATTN

90628318

90628318

UNOFFICIAL COPY  
Chicago, IL 60644  
SOUTH SHORE BANK OF CHICAGO  
7054 South Jeffrey Boulevard  
ATTN: I.R. Jones - Austin Branch  
7/26/23 North Pine  
Chicago, IL 60644

MAIL TO:

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

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE  
Assistant Secretary  
Assistant Vice President

1. Mortgagee 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, which the lender is required by law to have its loan insured under policies providing for payment by the insurance companies 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 and to the satisfaction of the lender. The cost of such insurance shall be paid by the mortgagor. The mortgagor shall deliver to the lender a certificate of insurance showing that the insurance is in full force and effect and that the mortgagor has paid the premium thereon. The mortgagor shall also deliver to the lender a copy of the policy and the certificate of insurance. The mortgagor shall also deliver to the lender a copy of the policy and the certificate of insurance. The mortgagor shall also deliver to the lender a copy of the policy and the certificate of insurance.

2. Mortgagee shall pay before any penalties which due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts for the same. Mortgagee shall also pay before any penalties which due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts for the same. Mortgagee shall also pay before any penalties which due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts for the same.

3. Mortgagee shall pay before any penalties which due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts for the same. Mortgagee shall also pay before any penalties which due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts for the same.

4. In case of default hereunder, Trustee or holders of the note may, but need not, make full or partial payments of principal or interest on prior mortgages in any form and manner deemed expedient, and may, but need not, make any payment or perform any act hereunder required or requested of mortgagor. 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 foreclosure affecting said premises or consent 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 holders of the note to protect the mortgagee's interest in the premises, shall be paid by the mortgagor. The mortgagor shall be liable for the same. The mortgagor shall be liable for the same. The mortgagor shall be liable for the same.

5. The Trustee or holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do 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, foreclosure, lien or title or claim thereof.

6. Mortgagee shall pay before any penalties which due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts for the same. Mortgagee shall also pay before any penalties which due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts for the same.

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 hereon, in any and all respects as provided herein, and shall be deemed to have foreclosed the lien hereon, in any and all respects as provided herein, and shall be deemed to have foreclosed the lien hereon, in any and all respects as provided herein.

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 incurred in the foreclosure proceedings, including a reasonable attorney's fee, second, all other liens and claims against the premises, in order of their priority, and third, the balance of the proceeds shall be paid to the mortgagor or to the person entitled to receive the same. The mortgagor shall be liable for the same. The mortgagor shall be liable for the same.

9. 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, all principal and interest, remaining unpaid on the note, fourth, any other liens and claims against the premises, in order of their priority, and fifth, the balance of the proceeds shall be paid to the mortgagor or to the person entitled to receive the same. The mortgagor shall be liable for the same. The mortgagor shall be liable for the same.

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 introducing 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 to examine the title, location, existence or condition of the premises, nor to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obliged to record this trust deed or to execute any power herein given expressly or impliedly by the terms hereof, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities from the mortgagor to protect itself from any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of a satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and the lien thereon has been released. Trustee shall also release this trust deed and the lien thereon by proper instrument upon presentation of a satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and the lien thereon has been released.

14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this trust deed has been recorded or filed in case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles in which this trust deed has been recorded or filed in case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles in which this trust deed has been recorded or filed in case of the resignation, inability or refusal to act of Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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

17. Before recording 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. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

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Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS

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