

REVISED

INSTRUCTIONS  
NAME  
STREET  
CITY

Goldman Sachs Bank Chicago  
5850 W Belmont  
Chicago, Ill 60634

5850 W. Belmont, Chicago, Ill. 60634  
This instrument prepared by  
Goldman Sachs Bank  
14. Prospect, Ill.  
302 W. Northwest Highway  
ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

UNOFFICIAL COPY

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
302 W. Northwest Highway  
14. Prospect, Ill.  
This instrument prepared by  
Goldman Sachs Bank  
5850 W. Belmont, Chicago, Ill. 60634

90104316

14

Formerly known as Wheeling Trust and Savings Bank

PROPERTY ADDRESS: 302 W. Northwest Highway, Mount Prospect, Ill.

PIN: 08-11-804-010-0000

PARCEL 2:  
LOT 1 IN JOHN FLOWERS RESUBDIVISION OF LOTS 6 THROUGH 11, IN HENRY J. EDWARDS SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11 NORTH OF THE C AND NORTH WEST RAILROAD EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION

19 90. 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 installment unless paid when due shall bear interest at the rate of 13.5 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 holder of the note may, from time to time, in writing appoint, in the absence of such appointment, then at the office of Colonial Bank in said City.

Dollars on the 1st day of May 19 90 and One Thousand Nine Hundred Eighty Nine Dollars and 72/100 and 1st 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 1st day of April 19 90. 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 installment unless paid when due shall bear interest at the rate of 13.5 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 holder of the note may, from time to time, in writing appoint, in the absence of such appointment, then at the office of Colonial Bank in said City.

THIS INDENTURE Made March 6, 19 90, between Cole Taylor Bank an Illinois Banking Corporation, 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 5/4/67 and known as Trust number 493 Colonial Bank herein referred to as TRUSTEE, witnesses: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal sum of One Hundred Eighty Thousand and 00/100 (\$180,000.00) made payable to BEARER and delivered, in and by which said Note 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 from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 13.5 per cent per annum in installments as follows: One Thousand Nine Hundred Eighty Nine and 72/100 Dollars

THE ABOVE SPACE FOR RECORDERS USE ONLY  
90104316  
90184815  
TRUST DEED  
LINDA L. HORCHER  
CLERK OF THE CLERK OF THE JUDICIAL CIRCUIT CLERK OF THE JUDICIAL CIRCUIT

UNOFFICIAL COPY

As described in the Installment Note secured hereby... The Trustee of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments...

1. 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 installment of principal or interest...

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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs...

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 remain unpaid on the note; fourth, any surplus to First Party, its legal representative 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 of 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 homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect such 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 or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed or any other special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided 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 or all reasonable parts and access thereto shall be permitted for that purpose herein given unless expressly obligated by the terms hereof, the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power the agent or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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

9. Trustee may assign by instrument in writing, filed in the Office of the Recorder or Registrar of Titles in which this instrument shall have been recorded and filed, the resignation, inability or refusal to act of Trustee, the Lien Recorder of 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.

10. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used. 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. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed.

11. To provide for payment of taxes, assessments, and insurance premiums, First Party, its successors or assigns, shall deposit with the Trustee or holder of notes on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises and one-twelfth the annual premiums of all insurance as determined by the most recent ascertainable amount. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the trustee or holder of the notes is authorized to use such deposits for the purpose of paying taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event any deficit shall exist in the amount of such deposits, First Party, its successors or assigns, agree to pay any difference forthwith. In the event of any default hereunder on the part of Trustee or the holder of the notes may at its option, without being required to do so, apply any monies on deposit hereunder, on any of the obligations of First Party, its successors or assigns, herein or in the notes, in such manner as Trustee or the holder of the notes may elect. Such deposits are to be held without any allowance of interest.

SEE RIDER ATTACHED FOR ADDITIONAL CONDITIONS INCORPORATED HEREIN BY REFERENCE.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1990 APR 24 AM 11:17

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Cole Taylor Bank\*

THIS TRUST DEED is executed by the said First Party or an said Cole Taylor Bank 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 it is expressly understood and agreed that nothing herein or in said note or in said trust deed shall be construed as creating any liability on the part of said First Party or an said Cole Taylor Bank personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant express or implied herein contained, all such liability, if any, being expressly agreed 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 Cole Taylor Bank 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 guarantor hereof 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, Cole Taylor Bank not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Asst. Secretary, the day and year first above written.

Cole Taylor Bank  
as Trustee, as aforesaid, and not personally

By Phyllis Lindstrom  
TRUST OFFICER

Attest Ronald H. Friedman  
Asst. SECRETARY

STATE OF ILLINOIS  
COUNTY OF COOK

Linda L. Horcher

a Notary Public in and for said County, in the State aforesaid  
Trust Officer of

DO HEREBY CERTIFY, that  
Cole Taylor Bank

Phyllis Lindstrom  
Assistant Secretary of said Illinois banking corporation, and

Ronald H. Friedman  
Trust Officer and Assistant Secretary, respectively, appeared before me this day

in person and acknowledged that they signed and delivered the said instrument at their own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Illinois banking corporation, did affix the said corporate seal of said Illinois banking corporation to said instrument of his own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

" OFFICIAL SEAL "  
LINDA L. HORCHER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/18/90

and Notarial Seal this 7th day of March 1990  
Phyllis Lindstrom  
Notary Public  
9/18/90  
My commission expires

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 Installment Note mentioned in the within Trust Deed has been identified herewith under identification No \_\_\_\_\_  
Trustee

# UNOFFICIAL COPY

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RIDER ATTACHED TO TRUST DEED DATED MARCH 6, 1990 SECURING AN INSTALLMENT NOTE IN THE AMOUNT OF \$180,000.00 TO COLONIAL BANK, HOLDER OF THE NOTE

1. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Holder of the Note.

2. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against First Party, Beneficiaries of the aforesaid trust, or Guarantors, or any affiliate or subsidiary of any such First Party, Beneficiaries, or any Guarantors a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.

3. Without the Holder of the Note's written consent thereto, neither the First Party nor the Beneficiaries of the aforesaid trust, nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described therein.

4. The First Party hereby waives any and all rights of redemption to the real estate described herein upon a foreclosure of the Trust Deed.

5. The First Party hereby agrees to provide or cause to be provided to Lender, upon Lender's reasonable request, current personal financial statements on Trustee's form and the U.S. individual income tax returns of all Guarantors of the Note secured hereby and the compiled financial statements relative to the real estate described herein prepared by an independent certified public accountant and certified by the Guarantors to be complete and correct and the U.S. income tax returns and any and all related business statements Trustee may require.

6. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed or any portion thereof is abandoned, vacated or left unattended by the First Party or the Guarantors thereof.

7. The First Party, each Guarantor hereof and each Beneficiary of First Party shall provide the Holder of the Note secured hereby, within 5 days of the receipt thereof, with all information on any incident which may cause a material adverse change in the financial condition of First Party, any such Guarantor or Beneficiary or any affiliate or subsidiary of any such First Party, Guarantor, or Beneficiaires. Information as used herein shall include, but not be limited to changes in financial condition, claims, lawsuits, bankruptcies, tax assessments and/or death.

Cole Taylor Bank\*, as Trustee under a Trust Agreement dated May 4, 1967 and known as Trust No. 493

BY: Phyllis L. Linton  
Vice President & Trust Officer

ATTEST: Donald B. Friedman  
Assistant Secretary

\* Formerly known as Wheeling Trust & Savings Bank.

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