

RECEIVED

INSTRUCTIONS

OR BOX 533-CG

NAME: MID TOWN BANK AND TRUST COMPANY OF CHICAGO  
STREET: 2021 North Clark Street  
CITY: Chicago IL 60614

Chicago, IL

216 W. St. Paul

FOR RECORDING PURPOSES  
MID TOWN BANK AND TRUST COMPANY OF CHICAGO  
2021 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60614

1. (a) The indebtedness hereunder 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 have become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for the benefit of the premises; (3) pay when due any discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any pending or building 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) certain 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 further information.

NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY HEREIN, INTEREST ON THE OUTSTANDING PRINCIPAL BALANCE SHALL BE DUE ON THE 15th DAY OF JULY, 1990, AND ON THE 15th DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID PRINCIPAL AND INTEREST IS REPAYED IN FULL.

\$16.00

SEE EXHIBIT "A" ATTACHED HEREOF AND MADE A PART HEREOF

THIS INSTRUMENT, Made May 11, 1990, between Mid Town Bank and Trust Company of Chicago, 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 4/27/90 and known as trust number 1746, herein referred to as "Trust Party," and CHICAGO TITLE AND TRUST CO., herein referred to as "TRUSTEE," witnesses: THAT, WHEREAS First Party has concurrently executed a principal note bearing even date herewith in the Principal Sum of Three Hundred Fifty Thousand and 00/100 (\$ 330,000.00) Dollars, made payable to BEARER and delivered, in and by which said Principal 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 on Demand with interest thereon ~~at the rate of eleven (11.02) percent per annum and adjusted annually, beginning one year from date of the instrument,~~ based on one (1) percentage point over the Prime Interest Rate in effect the date of adjustment at Mid Town Bank and Trust Co., of Chicago; ~~or as hereinafter~~ all of said principal and interest bearing interest after maturity at the rate of 30 percent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 Mid Town Bank and Trust Company of Chicago, 2021 North Clark Street, 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, convey, release, renew, affirm, ratify, confirm, extend, amend 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:

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THIS INSTRUMENT WAS PREPARED BY Mid Town Bank 2021 NORTH CLARK STREET CHICAGO, ILLINOIS 60614

COOK COUNTY, ILLINOIS  
1990 JUN 14 PM 2 53  
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TRUST DEED  
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OFFICIAL SEAL  
JILL E. OSBORN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JAN 9, 1994



the undersigned  
Deborah Stephall, Asst. Trust Officer  
Carmela M. Di...  
MAY 06 1994  
11th  
16-8-94  
Billie B...

BY: Deborah Stephall, Trust Officer  
Agent: Carmen M. Di...  
MAY 06 1994

THIS TRUST (THE TRUST) IS CREATED BY THE TRUST AGREEMENT...  
THE PROVISIONS OF THE TRUST AGREEMENT ARE HEREBY MADE A PART OF THIS INSTRUMENT...  
1. The Trustee shall release this trust deed and the lien thereon upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and the Trustee shall execute and deliver to the holder of the note a certificate of discharge...  
2. The Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose...  
3. The Trustee shall have the right to require the holder of the note to provide evidence of insurance...  
4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose...  
5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...  
6. Upon or at any time after the date of this trust deed, the Trustee may, without notice, without regard to the value of the premises or whether the same shall be occupied...  
7. The Trustee or the holder of the note hereby secured making any payment hereby authorized...  
8. At the option of the holder of the note and without notice to the Trustee, the Trustee may...  
9. The Trustee shall continue to be bound by the provisions of this trust deed...

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## RIDER TO TRUST DEED

This Rider is made this 11th day of May, 1990, and is incorporated into and shall be deemed to amend and supplement the Trust Deed dated of even date herewith, given by the undersigned (herein "First Party") to secure Borrower's Note to the holders of the Note and covering the property described in the Trust Deed and located at 216 W. St. Paul, Chicago, Illinois ("Premises").

In addition to the covenants and agreements made in the Trust Deed, First Party and the holders of the Note further covenant and agree as follows:

11. To further secure the payment of the Note hereby secured, First Party and/or First Party's beneficiaries agree to deposit with the holder of the Note each and every month commencing on the first payment date, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of 110% of the annual real estate taxes, special assessment levies and property insurance premiums (hereinafter referred to as "Funds"). Said Funds shall be held by the holder of the Note in accordance with the terms and provisions of this paragraph without any allowance of interest, and may be applied by said holder toward payment of taxes, special assessment levies and insurance premiums when due, but the holder of the Note shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the payment thereof, except upon presentation of such bills. First Party and/or First Party's beneficiaries agree to deposit within ten (10) days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes, assessments (general and special) and/or insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. First Party and/or First Party's beneficiaries acknowledge that the sums so deposited shall create a debtor-creditor relationship only and shall be considered to be held by the holder of the Note in trust and that the holder of the Note shall not be considered to have consented to act as First Party and/or First Party's beneficiaries' agent for the payment of such taxes, levies and premiums. In the event of a default in any of the provisions contained in this Trust Deed or in the Note secured hereby, the holder of the Note may, at their option, without being required to do so, apply any monies at the time of deposit on any of the First Party and/or First Party's beneficiaries' obligations herein or in the Note contained in such order and manner as the holder of the Note may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to First Party and/or First Party's beneficiaries or to the then owner or owners of the mortgaged premises.

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12. At the option of the holder of the Note and without notice to First Party and/or First Party's beneficiaries, First Party and/or First Party's beneficiaries's 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 when default shall occur and continue for three (3) days either in the payment of any installments of principal and interest or in the event of the failure of First Party and/or First Party's beneficiaries or First Party and/or First Party's beneficiaries' successors or assigns to do any of the things specifically set forth in this Trust Deed or in the event First Party and/or First Party's beneficiaries, First Party and/or First Party's beneficiaries' beneficiaries, or any other obligor, or guarantor default under any other document given by any of them to secure the obligations hereby secured or under the loan commitment of Mid Town Bank and Trust Company of Chicago to Marion Parry dated May 2, 1990, and any and all modifications, revisions, or extensions thereto, the provisions of which are incorporated herein by reference.

13. In the event that any payment provided for hereunder shall become overdue for a period in excess of 15 days, a "late charge" of a minimum of \$15.00 or 5% of the payment, to a maximum of \$250.00 per occurrence, shall become immediately due to the holder of the note as damages for failure to make prompt payment. Such charge shall be payable, in any event, not later than the due date of the next subsequent installment of principal and/or interest. The charge for late payment and the number of days prior to

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imposing of the "late charge" may change from time to time and holder hereof shall inform debtor in writing prior to its effectiveness.

14. In the event the First Party and/or First Party's beneficiaries sells, transfers or otherwise disposes of the Premises or permits a lien (paramount or junior) to be placed on the Premises, to secure a loan or other obligations, or in the event the First Party and/or First Party's beneficiaries permits a lien to attach to the Premises, the Holder of the Note shall have the right to declare immediately due and payable the principal sum secured hereby and all interest accrued thereon.

15. Notwithstanding anything in the Note or Trust Deed to the contrary, the death of all beneficiaries of the First Party and/or all guarantors of the indebtedness herein mentioned shall be a default in the performance of any agreement of the First Party hereunder and the holder of the Note shall be entitled to all rights and remedies given in the Trust Deed in the event of default in the performance of any agreement of the First Party contained herein.

16. In the event that the holder of the Note shall, in good faith, deem itself insecure, the holder of the Note shall have the right to accelerate the installments of principal and interest due hereunder.

17. At all times, regardless of whether any loan proceeds have been disbursed, this Trust Deed secures as part of the indebtedness hereby secured the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by the holder of the Note in accordance with the Note, this Trust Deed and the said Loan Commitment; provided, however, that in no event shall the total amount of the indebtedness hereby secured, including loan proceeds disbursed plus any additional charges, exceed 500% of the face amount of the Note.

18. This Trust Deed shall be construed under Illinois law. If any provisions hereof are invalid under Illinois law, such invalidity shall not affect the validity of the rest of the Trust Deed and Rider.

19. If applicable, First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of the trust estate and all persons beneficially interested therein, and each and every person except decree or judgment creditors of the First Party, in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

20. The proceeds of the loan secured by this Trust Deed will be used for the purpose specified in Paragraph 5404 (1) (C) of Chapter 17 of the Illinois Revised Statutes (1981); the loan secured hereby constitutes a business loan within the meaning of said Section and that, accordingly, the loan secured hereby is exempt from the Illinois usury requirements.

21. Any default under that certain Security Agreement (Chattel Mortgage) dated of even date herewith between Mid Town Bank and Trust Company of Chicago a/t/u Trust Agreement dated May 11, 1990 a/k/a Trust Number 1746, First Party, 216 St. Paul Street Partnership, an Illinois General Partnership, Debtor, and Mid Town Bank and Trust Company of Chicago, Secured Party, shall constitute a default hereunder.

MID TOWN BANK AND TRUST COMPANY OF CHICAGO,  
not personally but as Trustee aforesaid:

By:   
Deborah Stephanites, Trust Officer

Attest:   
Carmen Rosario, Ass't Secretary

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## LEGAL DESCRIPTION

LOT 57 IN SIM AND D'ANTION'S SUBDIVISION OF LOTS 14 TO 19 AND THE SOUTH 63 FEET OF LOT 13 IN GALE'S NORTH ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX I.D. NO.: 14-33-417-020

PROPERTY COMMONLY KNOWN AS: 216 WEST ST. PAUL  
CHICAGO, ILLINOIS 60614

Property of Cook County Clerk's Office

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