

763802

90228010

This Indenture, made June 11, 1992, between [names], not personally but as Trustee under the provisions of a Deed of Deeds in Trust dated [date], said [names] by reference to said Deed of Deeds in Trust dated June 4, 1974, 1

**UNOFFICIAL COPY**

and known as trust number 24-3546-00 Chicago Title and Trust Company, (the provisions of which Note, including the due on sale clause are hereby incorporated herein and made a part of an Illinois corporation herein referred to as Trustee, witnesseth that, whereas First Party has concurrently herewith executed an installment note bearing even date herewith, the principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100

made payable to NORTH COMMUNITY BANK, 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 12.00 per cent per annum in monthly installments as follows: ONE THOUSAND FIVE HUNDRED SEVENTY NINE AND 84/100

on the 11th day of July 1990 and monthly 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 11th day of June 1995

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 highest lawful rate 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, 3639 N. Broadway, in said City,

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 hereby irrevocably 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 County of Illinois, to wit: Lot 17 and the West 15 feet of Lot 16 in the Subdivision of Block 9 in Hudley's Subdivision of Lots 3 to 21 inclusive and Lots 33 to 37 inclusive in Pine Grove, being part of the West 1/2 of Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 14-21-107-009-0000

Property address: 3601 North Halsted, Chicago, IL

DEPT-01 RECORDING \$13.00  
T49999 TRAN 0292 07/09/90 14:59:00  
45128 4-G \*90-328010  
COOK COUNTY RECORDER

Street Address:

Permanent Index Number:

which, with the property hereinafter described, is referred to herein as the "promises" Together with all improvements, tenements, ornaments, 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 then 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, mador, beds, awnings, gloves 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 a real estate.

To have and to hold the promises 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 hereon and 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 mechanics' 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 lien to trustee or to holders of the note; (4) comply 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 as required by law or municipal ordinance; (7) pay before any finally 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 to trustee or to holders of the note duplicate receipts therefor; (8) pay in full and not in installments any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements, now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all such policies to be attached to each policy, and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance not to expire, to deliver said policies not less than ten days prior to the respective dates of expiration from trustee or to holders of the note may, but need not, make any payment or perform any act hereon before set forth in any form and in manner deemed expedient, and may, but need not, make all or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any lien or other prior lien of file or claim created, or to be created, in whole or in part, 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 monies 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 hereon 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 by trustee or holders of the note who may 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 tending to taxes or assessments, may do so according to any bill, statement or estimate presented 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 the 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 on the note, or (b) in the event of the failure of First Party, 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, appraisal fees, utility fees for documentation and report evidence, photographer's charges, publication costs and costs which may be estimated as to debts to be repaid and utility of the decree) of procuring all such abstracts of title, title searches and examinations, duplicate copies, forms certified, and similar data and expenses as with respect to file as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to holders of any sale which may be had pursuant to such decree from conditions of the file to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be, and so much additional indebtedness secured hereby and interest thereon shall be, 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 proceeding, to which either of them shall be a party, either as plaintiff defendant 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 incurred to the foreclosure proceeding, 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 the 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 parties or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the lien value of the premises or whether the same shall be then occupied as a residence 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 time when First Party, its successors or assigns, or trustee for the satisfaction of such receiver, would the trustee to collect such rents, issues and profits, and all other powers which may be necessary or convenient in such cases for the protection, possession, control, management and appraisal of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income of such premises in payment of such debt or in part of it. The indebtedness secured hereby, or by any decree foreclosing the Trust Deed, or any law, special agreement or other law which may be enacted or may be applied to such indebtedness, provided such application be made prior to the date hereof, shall be a lien in priority to a sale and debt hereof

90-328010

12008

# UNOFFICIAL COPY

Box No. ....

Trust Deed

LaSalle National Trust, N.A.

as Trustee

The Above Space for Recorders Use Only

LaSalle National Trust, N.A.

135 South LaSalle Street

Chicago, Illinois 60603-4192

Form 2025 Rev. 200

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.

Important

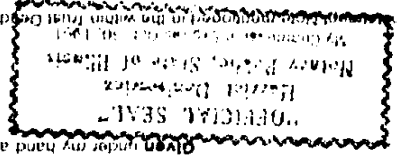
CHICAGO, ILLINOIS 60613

NORTH COMMUNITY BANK, 3639 North Broadway

Prepared By

Notary Public

Trustee



Witness whereof, LaSalle National Trust, N.A., not personally but as Trustee as aforesaid has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and witnessed by its Assistant Secretary, the day and year first above written.

William H. Dillon Assistant Secretary of the LaSalle National Trust, N.A., and Corinne Bek Assistant Vice President of the LaSalle National Trust, N.A., and

do hereby certify a Notary Public, in and for said County, in the State aforesaid.

STATE OF ILLINOIS } S.S. COUNTY OF COOK

By Assistant Vice President Assistant Secretary

LaSalle National Trust, N.A., as Trustee as aforesaid and not personally.

This Trust Deed is executed by the LaSalle National Trust, N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it by its Articles of Incorporation and its Bylaws, and is a valid and enforceable instrument.

10. The trustee named herein shall be authorized to execute, deliver and record this instrument and to do all things necessary to give effect to the purposes of this instrument. The trustee shall also be authorized to execute, deliver and record amendments, supplements and assignments of this instrument, and to do all things necessary to give effect to the purposes of such amendments, supplements and assignments.

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