

# UNOFFICIAL COPY

## TRUST DEED

90336210

13<sup>00</sup>

730370

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made May 4, 1990, between American National Bank and Trust Company of Chicago, 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 August 3, 1988 and known as trust number 106151-02 herein referred to as "First Party," and

CHICAGO TITLE & TRUST  
herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date here-with in the Principal Sum of ONE HUNDRED THOUSAND AND 00/100\*\*\*\*\* Dollars,

made payable to READER NORTH COMMUNITY BANK 3639 N. Broadway, Chicago, IL, 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 in instalments as follows: INTEREST ONLY QUARTERLY

DOLLARS
on the 4th day of August 1990, and QUARTERLY DOLLARS
XXXXXX XXXX each thereafter, XXXXX XXXXX XXXXX

XXXXXX XXXX , with a final payment of the balance due on the 4th day of May 1997, with interest on the principal balance

from time to time unpaid at the rate of 11.00 per cent per annum payable 15.00 ; each of said instalments of principal bearing interest after maturity at the rate of 15.00 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 NORTH COMMUNITY BANK, in said City,

NOW, THEREFORE, First Party to assure 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, release, alien and convey unto the Trustee, its successors and assigns, the following described property being in the COUNTY OF COOK

AND STATE OF ILLINOIS, to wit: 1 INCLUDING THE DUE ON SALE CLAUSE AND EIGHTY INCORPORATED HEREIN

Parcel 3: Lots 20, 21 and 22 in Block 60 in W.F. Bryn Mawr Addition to Arcadia Terrace a Subdivision of that Part of the South West 1/4 of Section 1 and of South 1/2 of the South East 1/4 of Section 2, Township 40 Range 13 East of the Third Principal Meridian, lying West of Westerly Line of Right of Way of North Shore Channel of the Sanitary District of Chicago in Cook County, Illinois.

Tax Id. Nos. 13-02-431-029; 13-29-431-027; 13-02-431-028  
Property Address: 3318-20 W. Bryn Mawr Chicago, IL.

The trustee hereby waives any and all right of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of such and every person except decree or judgment creditor of the trustee in respect of any interest in or title to the premises subsequent to the date of this Trust Deed,

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 separately), and all apparatus, equipment or articles now or hereafter thereto 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, indoor 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 hereinafter 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 the said Trustee, its successors and assigns, forever, for the purpose, 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, in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without unreasonable delay from mechanic's or other liens or claims for monies not expressly subcontracted to the lessor hereof; (3) pay when due any rentals which may be accrued by a lessor or owner of the premises superior to the lessor hereof, and upon request exhibit satisfactory evidence of the discharge of such prior rent so accrued 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; (7) pay before any penalty attaches all general taxes, and any special taxes, special assessments, water charges, sewer service charges, and other charges for services supplied to 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 against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (9) keep all buildings and improvements now or hereafter erected 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 aforesaid 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 them by all companies satisfactory to the holders of the note, under insurance policies payable in case of loss or damage, to Trustee for the benefit of them;

D	NAME	NORTH COMMUNITY BANK
E	STREET	3639 N. Broadway
L	CITY	Chicago, IL. 60613
V	STATE	IL.
E	INSTRUCTIONS	OR
R		BOX 388 - TH
Y	RECORDERS OFFICE BOX NUMBER	90336210

FOR RECORDER'S INDEX PURPOSES INPUT STREET ADDRESS ABOVE SPECIFIED PROPERTY LINE
3318-20 W. Bryn Mawr
Chicago, IL.

# UNOFFICIAL COPY

holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each note; and to deliver all policies, including additional and renewal policies, to holders of the note or in case of insurance which is separate, to the title, 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 hereinbefore set forth in any form and manner deemed expedient and may, but need not, make full or partial payment of principal or interest on title encumbrances, if any, and-purchaser, discharge, compromise or settle any tax, 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 monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money 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 accrued hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, fraction 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 to 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, stenographer's charges, publication fees and costs which may be estimated to be items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, insurance 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 in 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 rate of seven per cent per annum when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in 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 to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which units 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time, or at 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 suit, without regard to the solvency or insolvency of the title 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 hereinabove 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, 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 in payment 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 or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustees 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.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. 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 end 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 the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or 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 on 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.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then 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.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1990 JUL 13 AM 9:58

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THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, 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 contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or such liability, if any, being expressly waived by Trustee and by every person now or hereafter holding my right, title and interest hereunder, it is the intent of the First Party and its successors and said American National Bank and Trust Company of Chicago personally to disclaim the legal holder or holder of this note and the owner or owners of any indebtedness accruing hereunder shall hold solely to the premises herein so conveyed 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 contractor, if any.

IN WITNESS WHEREUP, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of the Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank & Trust Company of Chicago

a Trustee, as aforesaid, and not personally.

By \_\_\_\_\_

Attest: \_\_\_\_\_

VICE PRESIDENT

ASSISTANT SECRETARY

STATE OF ILLINOIS, | SS.  
COUNTY OF COOK |

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary 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 National Banking Association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes thereof set forth.

Given under my hand and Notarial Seal

JUL 02 1990  
Date

**"OFFICIAL SEAL"**  
ANNE P. MARCHET  
NOTARY PUBLIC STATE OF ILLINOIS

My Commission Expires 04/23/94

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-  
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED  
IS FILED FOR RECORD.

The Instalment Note mentioned in the foregoing Trust Deed has been identified  
CHICAGO TITLE AND TRUST COMPANY OF ILLINOIS, INC., TRUSTEE  
herewith and its Identification No. \_\_\_\_\_

\_\_\_\_\_  
Anne P. Marchett  
Secretary  
Trustee