

# UNOFFICIAL COPY

TRUST DEED

90352692

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 11, 1990, between First National Bank of Lockport 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 8-9-83 and known as trust number 72-17970, herein referred to as "First Party" and Colonial Bank

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of One Hundred Thousand and 00/100-----Dollars

made payable to BEARER and delivered, 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 from date of disbursement on the balance of principal remaining from time to time unpaid as described in the Revolving Note secured hereby with a final payment if not sooner paid due in full on August 1, 1991.

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COOK COUNTY RECORDER

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, remise, release, alien 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE APART HEREOF

THIS INSTRUMENT IS EXECUTED BY THE FIRST NATIONAL BANK OF LOCKPORT NOT PERSONALLY BUT HOLIDY AS TRUSTEE AN APOBANSAL ALL THE POWERS AND AUTHORITY OF THE FIRST PARTY ARE HEREBY UNDER ALL CIRCUMSTANCES TO BE EXERCISED BY THE TRUSTEE IN HIS OWN NAME AND AS SUCH TRUSTEE SHALL BE RESPONSIBLE TO THE AGENTS OF THE STATE OF ILLINOIS AND TO THE AGENTS OF THE COUNTY OF COOK FOR THE PROPER PERFORMANCE OF HIS DUTY AS TRUSTEE. THE TRUSTEE SHALL NOT BE RESPONSIBLE FOR THE ACTIONS OF THE FIRST PARTY OR FOR THE ACTIONS OF ANY OTHER PARTY TO THIS INSTRUMENT. THE TRUSTEE SHALL NOT BE RESPONSIBLE FOR THE ACTIONS OF ANY OTHER PARTY TO THIS INSTRUMENT.

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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 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, inoper 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 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 purposes, 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, 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 notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) to comply with all requirements of law or municipal ordinances 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 ordinances; (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 to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, all other taxes and assessments which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the full amount of the loss or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies providing for payment by the insurance companies of moneys sufficient either to pay the full amount of the loss or to pay in full the indebtedness secured hereby, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and to maintain such policies, including additional and renewal policies, to

DELIVERY INSTRUCTIONS  
NAME Colonial Bank  
STREET 5850 W. Belmont  
CITY Chicago, Ill.  
attn: Maurice Prochenki OR  
RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
3060-66 N. Clybourn  
Chicago, IL  
This instrument prepared by:  
M. Prochenki, Colonial Bank  
(Name)  
5850 W. Belmont Ave., Chicago, IL.  
(Address)

THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS IDENTIFIED BY NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY

IMPORTANT

The instrument here mentioned in the within Trust Deed has been identified herewith

under instrument No. \_\_\_\_\_

July 20th 1990

First National Bank of Lockport, Illinois

STATE OF ILLINOIS COUNTY OF COOK

the undersigned

Donna J. Wroblewski

Trust Officer

First National Bank of Lockport, Illinois

at Lockport, Illinois

By \_\_\_\_\_

Trust Officer

at Lockport, Illinois

First National Bank of Lockport, Illinois

at Lockport, Illinois

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First National Bank of Lockport, Illinois

at Lockport, Illinois

First National Bank of Lockport, Illinois

at Lockport, Illinois

My commission expires \_\_\_\_\_

First National Bank of Lockport, Illinois

STATE OF ILLINOIS COUNTY OF COOK

the undersigned

Donna J. Wroblewski

Trust Officer

First National Bank of Lockport, Illinois

at Lockport, Illinois

First National Bank of Lockport, Illinois

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First National Bank of Lockport, Illinois

See Rider attached hereto for additional conditions incorporated herein by this reference

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# UNOFFICIAL COPY

RIDER ATTACHED TO TRUST DEED DATED JULY 11, 1990 SECURING AN INSTALLMENT NOTE IN THE AMOUNT OF \$100,000.00 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 or them any of the collateral described therein. Such consent may not be unreasonably withheld.

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 Beneficiaries. Information as used herein shall include, but not be limited to changes in financial condition, claims, lawsuits, bankruptcies, tax assessments and/or death.

First National Bank of Lockport, as  
Trustee under Trust Agreement dated  
August 9, 1983 and known as Trust  
No. 72-17370 and, not personally.

BY: Murray J. Prokopenka  
Trust Officer

ATTEST: Aina Beavers

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## LEGAL DESCRIPTION

Lots 4 and 5 in Block 4 and that part of Lot 3 in said Block 4 South of a line described as follows: Commencing at the Northeasterly corner of said Lot 3, being the Southeasterly corner of Lot 2; thence Southeasterly along the Easterly line of said Lot 3, 21.8 feet; thence Southwesterly 48 feet and three eighths of an inch to the Northwest corner of said Lot 4 all in Clybourn Avenue Addition to Lake View and Chicago in the Northwest quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 1 in Block 4 in Clybourn Avenue addition to Lake View and Chicago in the Northwest quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 3060-66 N. Clybourn Ave., Chicago, IL

P.I.N.: 14-30-109-023

14-30-109-023

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