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TRUST DEED

HH277-77-1366763/AMICE

90369265 THE ABOVE SPACE FOR RECORDERS USE ONLY July 25 THIS INDENTURE, Made 19 90 , 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 July 2, 1990 and known as trust number 112262-06 herein referred to as "First Party," and Chicago Title and Trust Co. 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 Five Hundred Thousand and no/100----------\$500,000.00) -----Dollars. made payable to BEARER 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 Tour Agreement and hereinafter specifically described, the said principal sum in instalments as follows: interest only, at the "prime rate" (as defined in rider "A" attached hereto) plus 1/28 payable monthly DOLLARS 1990 , and on the lst day of September KNOXXXXX on the 1st any of each month thereafter, to and including the 1st day of November 19 90, with a final payment of the balance due on the 30th 19 90, with interest day of November from July 30, 1990 on the principal balance from time to time unpaid at the rate of prime plus 1/2% per cent per annum payable per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, IL. Illinois, as the holders of the note may, from directo time, in writing appoint, and in absence of such appointment, then at the office of the Northern Ture Company, 50.5. Lasalle, in said City, NOW. THEREFORE, First Party to seed the physical of the tall schelptifilm of money and said interest in accordance with the terms, and limitations of this trust deed, and also in consideration of the sum of the physical of the sum of the COOK being in the COUNTY OF AND STATE OF HIGHNOIR, to WILL LOTS 19, 20, 21 AND THAT PART OF LOT 28 LY NO EAST OF A LINE PARALLEL WITH AND 82.3 FEET EAST OF THE WEST LINE THEREOF. IN S. D. JACOBSON'S SUBDIVISION OF BLOCK 8 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTH WEST 1/2 OF THE NORTH WEST 2/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-29-122-007; 14-29-122-026; 14-29-122-027; 14-29-122-028

which, with the property hereinafter described, is referred to herein as the "premises,"

2950-54 N. Lincoln Ave., Chicago, IL.

TOGETHER with all improvements, tenements, seasonants, futures, and aspurienances thereto belonging, and all rents, its est and profite thereof for an long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily), and all apparatus, dispinent or acticles now or hereafter therein or thereon used to supply heat, gas, all conditioning, water, light, power, refrigeration (whether single units or entitled) controlled), and ventilation, including (without restricting the foregoing), acrosses, window shades, storm doors and windows, flower coverings, insder beds, awnings, stores and water heaters. All of the foregoing or designed to be a part of said real estate whether physically attached thereto ur 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 gart of the real catage.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and sasigns, forever, for the purposes, and upon the uses and trusts here-

In 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 improvement now or hereafter on the premises which may become damaged or he destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly suburdinated in 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 required subulding or buildings now or at any time in process of erection upon said premises; (3) sumply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (3) refrant from making material affectations in asid premises except as required by law or municipal ordinances; (7) pay before any penalty attaches all general taxes, and pay apecial taxes, special assessments, water charges, assess even 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 protect, in the manner provided by statute, any tax or assessment which First Party may desire to contect; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by first lights and or windstorm under pulcides previding for payment by, hill in companies satisfactory to the holders of the note, under insurance policies paysible, in case of loss or damage, to Trustee for the use of the second of replacing or repairing this same or to pay in full the indebtedness account hereby, hill in companies satisfactory to the holders of the note, under insurance policies paysible, in case of loss or damage. Trustees for the use of the content of the content

D	NAME	Ms. Janet Elmlinger		TO DESCRIBED PROPERTY HERE
E	STREET	The Northern Trust 50 South LaSalle Str	Company 1.4060 eqt % 10000	2950-54 N. Lincoln Ave.
V E	CITY		<u> </u>	Chicago, IL.
R Y	*A A * * * * * * * * * * * * * * * * *	OR	C)	

RECORDER'S OFFICE BOX NUMBER.

holders of the note, such rights is he evirced by the standard horizon these to be timbed to our policy and to deliver all indicine meditine additional and renewal policies, to holder of the rice at in gase of more calculates of expiration; then Trustee or the hulders of the note may, but need not, make any payment or perform, any act hereinisefore act forth in any form and manner deemen expedient, and may, but need not, make full or partial payments of principal or interest on prior concumbrances, if any, and purchase, discharge, compromise or settle any tax lies or other prior lies or title or claim thereof, or rediver from any tax sale or forfeiture effection therewith, including atturners fore, and any other moneys advanced by Trustee or the hidders of the note princes the lies hereoff, plus reasonable compressions to Trustee for each matter concerning which action herein and herein at the note herein standard and the matter of the preparation of the proposal secured hereby and shall become immediately due and payable without notice and with interest therein at the rate of seven per cent prevaions of this paragraph.

2. The Trustee or the holders of the note hereby account of any light executing to them on account of any do an accord-Ideal indebtediess accured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, inaction of Trustee or helders of the note ball never be considered as a waiver of any right accurating to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note bereby secured making any payment become interest or large to any hill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, atatement or estimate or into the validity of any tax, assessment, sale, forfeiter, tax lies 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 accured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable to immediately in the case of default in making payment of any instalment of principal or interest on the note, or this in the event of the follors of First Party or the nuccessors or assigns to do any of the things specifically as i forth in paragraph one hereof and as h default shall continue for this. "ays, 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 forecluse the lies hereof, in any suit to foreclose the lies 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 or attorney. Fees, Tourise's fees, appairser's fees, outlays for documentary and expert evidence, alternative for the decree of procuring all such abstracts of title, title searches and casminations, auarantee, policies, Torrena criticates, and similar data and assurances with respect to t wided; third, all principal and interest remaining unpaid on the note, yourse, any everyone to rime rarry, no come importance of animal 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 premiers of the person or persons, if any, lishle for the payment of the indebtedness secured firetup, and without regard to the time of application for such receiver, of the person or persons, if any, lishle for the payment of the indebtedness secured firetup, and without regard to the time related the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereinder may be appointed as such receiver shall have power to critect the rints, issues and printing during the roll, issues of redemption, whether there be redemption or not, as well as during noy further times when First Party, its ascessors or assigns, early for the intervention of such receiver, muld be entitled to collect such rents, issues and printing and all other powers which may be necessary or any usual in such cases for the protection, passesson, control, management and otherston of the premises during the while indebtedness secured hereby, or any decree foreclosing that their indebtedness accured hereby, or any decree foreclosing this trust deed, or any tax, special assessment or other lies which may be or become superfor to the holders of the none shall have the right to inspect the premises at all reasonable times and across thereto shall be permitted for that purpose. R. 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 to exercise any jower herein given unless expressly obligated by the terms hereof, nor be liable for any acts or obligated to record this trust deed to exercise any jower herein given the formal of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising power herein given. See Rider "A" attached hereto and made part hereof. JUNE CHON COOK CONHIA BECORDER 11043 t C ★ 一ろロー36924 143333 184H 3365 07/31/90 15:37 DEPT-01 RECORDING THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not per onally but as Trustee as aformed in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and all 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 indeedness accruing hereunder, or to perform its covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming my right or security hereinder, and that as far as the First Party and its successors and said American National Bank and Trust Company of Chicago py countly are conscienced, the legal or building of said note and the owner or pwhere of any indebtedness accruing hereunder shall look solely to the premise hereby conveyed for the payment thereof, by the enforcement of the lire hereby created, in the manner herein and in said note provided or by action to a five the personal liability of the guarantor. If any, the substitute of the lire hereby created, in the manner herein and in said note provided or by action to a five the personal liability of the substitute of the lire hereby created, in the manner herein and in said note provided or by action to a five the personal liability of the substitute of the lire hereby created, in the manner herein and in said note provided or by action to a five the personal liability of the substitute of the lire hereby created, in the manner herein and in said note provided or by action to a five the personal liability of the substitute of the lire herein and the said and the IN WITHERS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as for said, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunts affixed and raire ed by its Assistant Secretary, the day and year first above writers. American National Bank & Trust Company of Chicago WIL ! INUST as aforesaid, and not p ale sally. Ву VISE PRESIDENT -Attest ASSISTANT SECRETARY STATE OF ILLINOIS, SS COUNTY OF COOK the undersigned, a Notary Public in and for the County and State aforeast. DO HERERY (ERTIFY, 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 pames are subscribed to the jorguing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and askinewickied that they signed and delivered to all instrument as their nwn free and voluntary act and ask the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the said assistant developer than ask Assistant Secretary, as custodian of the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant, Secretary a given free and voluntary act of said National Banking Association to be affixed to said instrument as and Assistant, Secretary and some firm and voluntary act of said National Banking Association to be affixed to said the uses and purposes therein sections. JUL OFRICIAL SEAL Lours M Waxenery Public ٨. TARY PUBLIC, STATE OF ILLING Ō Commission Capitas 94/22/ The instalment Note mentioned in the within Trust Deed has been identified AIN CONTANT <u>764042</u> THE PROTECTION OF BOTH THE BORROWER AND LENDER, prewith under Identification No. THUST CONDAMY. TRUSTER ON TOTAL A THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD. Touter

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"Prime Rate" shall mean that rate of interest per year announced by the Bank from time to time as the rate of interest called its prime rate, which may not be the Bank's lowest rate of interest at any one time. Any change in the rate of interest payable on this note as a result of a change in the Prime Rute shall be effective on the date of any such change. After maturity, whether by acceleration, or otherwise, interest shall be payable at a rate of interest which shall be 2% per year more than would otherwise be payable on this note. Interest is calculated on a 365 + 360 day basis.

In addition to the other provisions contained herein at the option of the holder, all Obligations shall become immediately due and payable without notice or demand upon the occurrence of any all the fourwing events of default:

2.2

(a) Fedure of any heaver to pay, when due, any amount payable on any of the Obligation 40; to comply with or perform any of the agreements contained in this note; or

(b) Death, dissolution, termination of existence, insolvency, failure to pay debts as they mature, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, any MANAN NAMY indorser or guaranter of any ibligations.

(c) Sale, assignment, transfer of ownership or control or other disposition of the property described in the Trust Deed which secures this Note, the Collateral or the beneficial interest in the trust by the Maker or the beneficiaries of the Trust Estate including Articles of Agreement for Deed, lease with option to purchase or assignment of the beneficial interest of the Trust Estate, except a collateral assignment of the beneficial interest for security purposes only.

Upon the occurrence of any stark event of default, and at any time thereafter, the holder shall have the rights and remedies of a secured party under the Uniform Commercial Code of Illinois. including without limitation, the right to sell or otherwise dispose of any or all of the Colleterel. If any notification of intended disposition of any of the Colleteral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least live days before such disposition, postage prepaid, addressed to any Maker, either at the address shown below or at any other address of the same appearing on the records of the holder. Any proceeds of the disposition of any of the Colleteral may be applied by the holder to the payment of reasonable expenses incurred in connection therewith, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the holder toward the payment of such of the Obligations and in such order of application as the holder may from time to time elect.

No delay or omission on the part of the holder in exercising any right hereunder or under any other agreement pertaining to any of the Obligations or the Collateral shall operate as a waiver of such right or of any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

The Maker and every inderser and guaranter of this note expressly waives presentment, protest, demand, notice of dishonor or dufault, and notice of any kind with respect to this note or any guaranty of this note or the performance of the obligations under this note or any guaranty of this note. No renewal or estension of this note (for one or more periods whether or not longer than the original period), no release or surrender of any Colleteral or other security for this note or any guaranty of this note, no release of any person primerily or secondarily liable on this note (including any Maker, inderser or guaranter), no delay in the enforcement of payment of this note or any guaranty of this note, and no delay or omission in exercising any right or power under this note or any guaranty of this note shall, except as expressly provided in any such release, affect the liability of any Maker, inderser, or guaranter of this note.

this note and enforcement of rights under any of the Collection of this note and enforcement of rights under any of the Colleteral, including real onable attorneys' fees and legal expenses.

As herein went the word "holder" shall mean the payes or other inderses of this note who is in possession of it, or the bearer bereaf if this hote is at the time payable to bearer. If more than one party shall sign this note, all such parties shall be jointly and severally obligated hereunder, and the term "Maker" as used herein shall mean each and all of the uniteral med and any one or more of them, provided that when such term is proceeded by the word "any" it shall mean only any one of the undereigned.

This note and all rights and obligations orising hereunder shall be governed by the laws of the State of Windis and shall be hinding upon the Makar's heirs, legatees, personal representatives, successors and assigns. —and any indorser's or quarantor

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CHICAGO, a National Bank Association, redeeds in trust duly recorded and delivered	MERICAN NATIONAL BANK AND TRUST COMPANY OF not personally but as Trustee under the Provisions of a deed or d to said Company in pursuance of a Trust Agreement dated
	and known as Trust No. 112262-06 One Dollar (\$1.00) in hand paid, the receipt of which is hereby insier, and set over unto The Northern Trust Company, IL., 60675
its successors and assigns, all the rents, issuander or by virtue of any lease, whether wor occupancy of, any part of the premises be hereafter, made to agreed to, or which makerein granted, it being the intention to bleases and agreements and all the avails the leases and agreements now existing upon the LOTS 19, 20, 21 ANO THAT PART OF THE LATTER AND 82.3 FEET FAME OF THE	ues and profits now due and which may hereafter become due, written or verbal, or any letting of, or any agreement for the uses hereinafter described, which may have been heretofore, or may be made or agreed to by the grantee hereinunder of the power nereby establish an absolute transfer and assignment of all such hereunder unto the grantee herein and especially those certain he property described as follows: OF LOT 28 LYING EAST OF A LINE PARALLEL WEST LINE THEREOF, IN S. D. JACOBSON'S
DIVISION OF THE SOUTH WEST 1/2 TOWNSHIP 40 NORTH, RANGE 14 EAS COOK COUNTY, ILLINOIS. 14-29-122-007; 14-29-122-026 and 2950-54 N. Lincoln Ave., Chicago	IAM LILL AND HEIRS OF NICHAEL DIVERSEY'S OF THE NORTH WEST 1/4 OF SECTION 29, ST OF THE THIRD PRINCIPAL MERIDIAN, IN 14-29-122-027 and 14-29-122-028 The Northern Trust Company
under each and every lease or agreement, and to use such measures, legal or equitable force the payment or the security of such sion of said premises or any portion thereoportion of said premises to any party or performed to exercise each and every right, privilege anotice to the grantor herein, its successors rents, issues and profits to the payment of a true of true of the payment of a true of the payment	in its own name to collect all of said avails, rents, issues the hereafter, and all now due or that may hereafter become due written of verbal, existing or to hereafter exist, for said premises, le, as in 0, discretion may be deemed proper or necessary to enavails, rents issues and profits, or to secure and maintain possessof and to fill any and all vacancies, and to rent, lease or let any arties, at its discretion, hereby granting full power and authority and power herein granted at any and all times hereafter without and assigns, and further, with power to use and affily said avails, any indebtedness or hability of the undersigned to the said.
expenses and the care and management of	at may hereafter be converted, and also to the payment of all said premises, including taxe, and assessments, and the interest in its judgement deemed proper and advisable.
of July 1990 above described to Chicago Title and and this instrument shall remain in full force	t of the principal sum and interest of of upon a certain loan for are secured by a Mortgage or Trust Deed dated the 25th day conveying and mortgaging the real estat, and premises hereind Trust Co., as Trustee eand effect until said loan and the interest thereon and all other inder said Mortgage or Trust Deed have fully been paid.
This assignment shall be operative only in secured by said Mortgage or Trust Deed or for Trust Deed contained.	the event of a default in the payment of principal and interest in the event of a breach of any of the covenants in said Mortgago
50 South LaSalle Street	This Instrument Propared By: MICHAEL BROWN 1021 W. ARMITAGE CHICAGO, IL 60614

This Assignment of Rents is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenents, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that AMERICAN BANK AND TRUST COMPANY OF CHICAGO, individually, or as Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from violatrust property and this instrument shall not be construed as an admission to the contrary.

	be liable for any action or non action takes further understood and agreed that the Trust of or from his instruction property and this instru	ee is not entitled t	ny of the covenants o receive any of the	rents, issues, or profits
	dated at Chicago, Illinois, this day	y of		, 19 A.D.
	BEAL		not individually bu or gspid / _	MICEAUL WOLLIN
9924 00:42:5 13:4	DEFI-01 RECORDER 1 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Li Peley	VICE PRESIDEN	1
	TRUST OFFICER	C		
	Sana of NU cala	04	90069066	•
	State of Illinois)) SS.	1//		
	County of Cook) ANNE M. MARCHERT			
992	hereby certify that	Vice	President of AM	the State aforesaid, do ERICAN NATIONAL
99269606	BANK AND TRUST COMPANY OF CHICA Trust Officer of said Company, who are person subscribed to the foregoing instrument as subscribed to the foregoing instrument as subscribed to the foregoing instrument as subscribed to the foregoing own free and voluntary act and as the free and the uses and purposes therein set forth; and the as custodian of the corporate seal of this Confinitrument as foregoing, for the uses and purposes and purposes the uses and purposes are aforegoing, for the uses and purposes the	nally known to mech Vice President ed that they signed divoluntary act of said Trust Officer apany, did affix the act and as the free	e to be the same per and Trust Officer, and deliver to the s said Company, a. I then and there acknowled the corporate seal of the and voluntary acth.	rsons whose names are respectively, appeared aid instrument as their rastee as aforesaid, for rouledged that Air Company to said tof said Company, as
• 1	Given under my hand and notarial seal, this	day of	· JUL 3 0 199	. 19 A.D.
	My Commission Expires 04/23/94	Notary Pub	Come M Ma.	chet
	CARGISTRAR OF	3: 00 The Les		· · · · · · · · · · · · · · · · · · ·
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