

12/28/91

TRUST DEED

91674024

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made December 6, 19 91 between Colonial 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 12/6/91 and known as trust number 1973 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 Twenty Nine Thousand and 00/100-----Dollars (\$129,000.00)

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 Installment Note with a final payment if not sooner paid due in full on January 1, 1997.

91674024

DEPT-01 HOLDINGS 11:50
784444 1994 0918 10 09 01 181558
83828 : D * -91-674024
1006 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 the 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, quit and convey unto the Trustee, its successors and assigns, the following described Real Estate situated and being in the COUNTY OF AND STATE OF ILLINOIS to-wit:

Lot 41 in Charles S. Neero's Resubdivision of Block 5 in Grant and Feenev's Addition to Pennock, being a Subdivision of the East Half of the West Half of the North West Quarter of Section 35, Township 30 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 3804-10 W. Dickens, Chicago, IL.

P.I.N.#: 13-35-118-040

1450

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 as 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 thereon or thereon used to supply heat, gas, or 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, molder base, trimmings, stairs 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 comprising 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.

1. The indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to promptly render, 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 mechanical or other liens or claims for work 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 furnish satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes, 4. Comply 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 ordinance, 7. Pay before any party 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 process, in the manner provided by statute any tax or assessment which First Party may desire to contest, 9. Keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, or 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 the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and to deliver all policies, including additional and renewal policies, to

DELIVERY INSTRUCTIONS
NAME Colonial Bank
STREET 5850 W. Belmont
CITY Chicago, IL 60634
OR
RECORDER'S OFFICE BOX NUMBER



FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
3804-10 W. Dickens,
Chicago, IL
This instrument prepared by
Sonia Vale, Colonial Bank
Name:
5850 W. Belmont Chicago, IL 60634
Address:

THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR
NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE

OFFICIAL SEAL
TAVIA RICHARDSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/19/93

COLONIAL BANK
2-111-09

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

Given under my hand and seal of said State of Illinois
11th day of December 1991
Tavia Richardson
My Commission Expires 11/19/93

the undersigned
Lorraine Nagle
Maureen L. Prochenski
Trust Officer of Colonial Bank in and for said County, in the State of Illinois
DO NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS
Lorraine Nagle
Maureen L. Prochenski
Trust Officer of Colonial Bank in and for said County, in the State of Illinois

STATE OF ILLINOIS
COUNTY OF COOK
By Lorraine Nagle
Lorraine Nagle
Maureen L. Prochenski
Maureen L. Prochenski
TRUST OFFICER
ASST. SECRETARY

Colonial Bank and Trust Company of Chicago
Trustee of said Trust

This Trust Deed is recorded in the office of the Recorder of Cook County, Illinois, for the purpose of creating a lien in favor of the lender upon the property described in the instrument hereunto referred to as the Trust Deed. The instrument hereunto referred to as the Trust Deed is recorded in the office of the Recorder of Cook County, Illinois, for the purpose of creating a lien in favor of the lender upon the property described in the instrument hereunto referred to as the Trust Deed.

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

1. The word "trust" when used in this instrument shall be construed to mean "trust" when more than one trust is intended. The provisions of this instrument shall be construed to mean "trust" when more than one trust is intended. The provisions of this instrument shall be construed to mean "trust" when more than one trust is intended.

UNOFFICIAL COPY

RIDER ATTACHED TO TRUST DEED DATED DECEMBER 6, 1991 SECURING AN INSTALLMENT NOTE IN THE AMOUNT OF \$129,000.00 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 of them any of the collateral described therein.

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.

Colonial Bank, as Trustee under Trust Agreement dated December 6, 1991 and known as Trust No. 1973

BY: Lorraine Nagle
Lorraine Nagle, Trust Officer

ATTEST: Maureen L. Prochenski
Maureen L. Prochenski, Asst. Sect.

THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE TRUST DEED DATED DECEMBER 6, 1991 AND KNOWN AS TRUST NO. 1973. THE TRUSTEE'S OBLIGATION TO THE HOLDER OF THE NOTE IS LIMITED TO THE AMOUNT OF THE NOTE AND THE INTEREST THEREON AS PROVIDED BY THE TRUST DEED. THE TRUSTEE'S OBLIGATION TO THE HOLDER OF THE NOTE IS LIMITED TO THE AMOUNT OF THE NOTE AND THE INTEREST THEREON AS PROVIDED BY THE TRUST DEED. THE TRUSTEE'S OBLIGATION TO THE HOLDER OF THE NOTE IS LIMITED TO THE AMOUNT OF THE NOTE AND THE INTEREST THEREON AS PROVIDED BY THE TRUST DEED.

5/21/91

101-11021

AP 36 1991

91674025

ASSIGNMENT OF RENTS

DEPT-01 RECORDING \$13.50
TR4444 TRAN 8918 12/23/91 13:55:00
#3829 + D *-91-674025
COOK COUNTY RECORDER

Know all men by these presents, that COLONIAL BANK AND TRUST COMPANY OF CHICAGO an Illinois 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 12/6/91

and known as Trust No. 1973 in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Colonial Bank

its successors and assigns, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or letting of, or any agreement for the uses or occupancy of, any part of the premises hereinafter described, which may have heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereunder of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and of the avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

Lot 41 in Charles S. Neero's Resubdivision of Block 5 in Grant and Keeney's Addition to Pennock, being a Subdivision of the East Half of the West Half of the North West Quarter of Section 35, Township 30 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N.#: 13-35-118-040

Address: 3804-10 W. Dickens, Chicago, IL and does authorize irrevocably the above mentioned Colonial Bank

in its own name to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of the security of such avails, rents, issues and profits, or to create and maintain possession of said premises or any portion thereof and to take any or all remedies, and to rent, lease, or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted, at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said Colonial Bank

or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgement deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or any other certain sum of One Hundred Twenty Nine Thousand and 00/100 dollars secured by a Mortgage or Trust Deed dated the 6th day of December 1991 conveying and mortgaging the real estate and premises herein above described to Colonial Bank

and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have been fully paid.

This assignment shall be operative only in the event of a default in the payment of principal and interest secured by said Mortgage or Trust Deed or in the event of a breach of any of the covenants in said Mortgage or Trust Deed contained

91674025

UNOFFICIAL COPY

This Assignment of Rents is executed by ~~COLONIAL 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, covenants, undertakings or agreement, 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 ~~COLONIAL 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 said trust property and this instrument shall not be construed as an admission to the contrary.

Dated at Chicago, Illinois, this 6th day of December, 1991 A.D.

~~COLONIAL BANK AND TRUST COMPANY OF CHICAGO~~, not individually but solely as Trustee as aforesaid.

BY: Lorraine Nagle, T.O.
Assistant Secretary,
Lorraine Nagle, Trust Officer

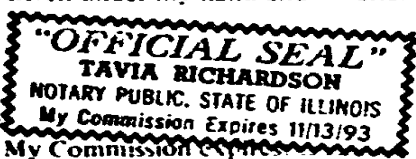
ATTEST:

Maureen Prochenski
Trust Officer
Maureen Prochenski, Asst. Secretary

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Lorraine Nagle, Trust Officer of ~~COLONIAL BANK AND TRUST COMPANY OF CHICAGO~~ and Maureen Prochenski, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that SHE, as custodian of the corporation seal of this Company, did affix the corporate seal of said Company to said instrument as HER own free and voluntary act and as the free and voluntary act of said Company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of December, 1991 A.D.



Tavia Richardson
Notary Public

This instrument was prepared by Sonia Vale/Colonial Bank, 5850 W. Belmont, Chicago, IL 60634
(Name and Address)

11/13/93