

UNOFFICIAL COPY

TRUST DEED

1991 DEC 30 AM 11:14

91687559

768911

CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 15 19 91, between Oak Brook Bank, not personally but as Trustee under a Trust Agreement dated 4/7/89 and known as Trust #2142 a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Fifty Four Thousand Two Hundred Fifty and no/100-----

(\$54,250.00)----- Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate as provided in the NOTE executed by the maker thereof bearing even date herewith and which this Trust Deed secures.

Final payment of principal and interest shall become due and payable on January 1, 1997. 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 instalment unless paid when due shall bear interest... 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 Oak Trust and Savings Bank in said City,

Chicago NOW, THEREFORE, the Mortgagor 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 10 IN BLOCK 3 OF JOHNSTON AND COX'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #13-36-317-030-0000 1736 N ALBANY, CHICAGO, ILLINOIS 60647

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 Mortgagor 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, inador 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 the mortgagor 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. This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the _____ of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its _____ The terms and conditions in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trust Deed Exculpatory Rider attached hereto as part hereof. ATTEST: _____ Assistant Vice President _____ Assistant Secretary

STATE OF ILLINOIS, } SS. I, _____ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ Assistant Vice President of the _____ and _____ Assistant Secretary

of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assis 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 Company, 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 Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____ NOTARY PUBLIC

Handwritten notes on the left margin: "New", "768911", "2/15/92", "SHE"

Handwritten number "1500" with a signature.

Vertical stamp: 91687559

ATTACHMENT TO TRUST DEED MADE December 16, 1991 BETWEEN Oak Brook Bank

NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED 4/7/89
AND KNOWN AS TRUST NUMBER 2142 THEREIN REFERRED TO AS "FIRST PARTY,"
AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

** (Continuation of agreements of First Party from paragraph 3 of the covenants, conditions and provisions, (events which may cause all unpaid indebtedness secured by this Trust Deed to become at once due and payable.))

or (c) immediately upon the dissolution or death of any maker and/or guarantor of the Note, or (d) as the terms and conditions under which the loan evidenced by the Note secured by this Trust Deed are predicated on the continued ownership of the undersigned and the continued holding of interests of the guarantors of the Note either in the real estate subject to this Trust Deed and/or, in the beneficial interest in the land trust holding title to the real estate, and as that continued ownership or holding of interest has been an integral part of the negotiations of the terms and conditions, (i) immediately in the event the undersigned's interest in the real estate, or any part thereof, or any of the incidents of ownership thereto, are sold, transferred, conveyed, or agreed and/or contracted to be sold, transferred or conveyed, whether outright or by instalment or contract sale, or (ii) immediately in the event any or all guarantors of the Note shall sell, assign, transfer or convey any portion or all of the beneficial interest in the land trust holding title to the real estate which is the subject of the Trust Deed, or shall, in any manner, sell, assign, transfer, or convey any portion or all of the power of direction over the land trust or any interest in the land trust whatsoever, (with the exception that with the written consent of the holder or holders of the Note, which consent shall not be unreasonably withheld, the collateral assignment of beneficial interest will not accelerate the contracted maturity of the indebtedness.)

(Additional agreements of First Party continued from Trust Deed.)

18. The principal of each of said instalments and of the final payment unless paid when due shall bear interest after maturity at the same rate as the post-maturity rate stated in the Note. Interest at the post-maturity rate as specified in the Note is to be charged monthly on all past due interest that is earned and unpaid and said past due interest and additional interest are to be added on the last day of each month to the unpaid principal balance of the Note that this Trust Deed secures. The undersigned shall pay to the holder or holders of the Note a late charge in an amount equal to _____ percent () multiplied by the entire amount of any instalment (including principal and interest) not received by the holder or holders of the Note within ten (10) days after the due date of that instalment.
19. Taxes, assessments, insurance premiums, and other annual charges upon the real estate are to be paid monthly to the holder of the Note this Trust Deed secures as provided in said Note.
20. First Party covenants and agrees that this Trust Deed and the Note secured thereby are to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Chapter 17 of the Illinois Revised Statutes.
21. First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

91687559

This Mortgage is executed by the Oak Brook Bank, not personally but as Trustee as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Oak Brook Bank hereby warrants that it possesses full power and authority to execute this instrument) 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 said Oak Brook Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any or all of their express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Oak Brook Bank personally are concerned, the legal holder or holders of said note shall be the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment hereof, 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 guarantor, if any.

IN WITNESS WHEREOF, Oak Brook Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its 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.

OAK BROOK BANK

As Trustee as aforesaid and not personally

108312

By

ATTEST

Katharine Blumenthal
Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF DuPage }

ZINA FLOJUS

DO HEREBY CERTIFY that

LAURA HUGHES

a Notary Public, in and for said County in the State aforesaid,

Vice-President of the OAK BROOK BANK

and **KATHARINE BLUMENTHAL** Assistant Secretary of said Company, who are personally known to me to be the same persons who in their 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his 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 official seal this

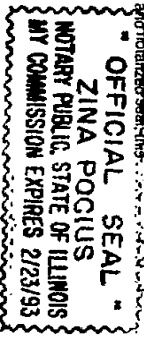
18th

day of

December

A.D. 19

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Zina Pocius
Notary Public

Property of Oak Brook County

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