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TRUST DEED

91073786

(Trust Deed Form T-3) REV 6-81

THE ABOVE SPACE FOR RECORDERS USE ONLY THIS INDENTURE, Made December 26. 1990 Detween First Chicago Bank of Ravenswood an association organized under the laws of the United States of America, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated and known as trust number 25-10601 , herein referred to as "First Party," and February 15, 1990 Albany Bank and Trust Company N.A. an Illinois corporation 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 Two Hundred Twenty Five Thousand and 00/100-----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 Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of on the balance of principal remaining from time to time unpaid at the rate of disbursement per of all remaining in instalments as follows: Two Thousand One Hundred Twenty Five and 00/100 *1038 Dollars on the day of April 1991 and Two Thousand One Hundred Twenty Five 00/100 lst div feach and every month thereafter until said note is fully paid except that the final payment Dollars on the lst . All such of principal and interest, if not soo er paid, shall be due on the lst day of March 2000 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 after maturity at the highest in reft irate per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Hilinois, 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 Albany Bank & Trust company N.A. in said City, This loan is payable in full at the end of 9 years. At maturity or if The Holder of the Note demands payment you must repay the entire principal balance of the loan and unpaid interest then due. The Holder of the Note is under no obligation to refinance the loan at time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan.

A late charge in the amount of 5 % of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date. A late charge in the amount of 5% of made more than 15 days after the due date. NOW, THEREFORE, First Party to secure the payment of the soul principal surject do not such interest in accordance with the terms, pressons similations of this trust deed, and size in consideration of the sum of the limitations of this trust deed, and size in consideration of the sum of the limitations of this trust deed, and size in consideration of the sum of the limitations of this trust deed, and size in consideration of the sum of the limitations of this trust deed, and size in consideration of the sum of the limitations of this trust deed, and size in consideration of the sum of the limitations of this trust deed, and size in consideration of the sum of the limitations of this trust deed, and size in consideration of the sum of the limitations of this trust deed, and size in consideration of the sum of the limitations of this trust deed, and size in consideration of the sum of the limitations of this trust deed, and size in consideration of the sum of the limitations of the limitations of the sum of the limitations of the limitation RIDER MITACHED HERETO AND MADE A PART HEREOF AND STATE OF HALLOUIS, to was LOT 18 IN THE SUBDIVISION OF THE WEST HALF OF BLOCK 17 IN SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT IN PARTITION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOUGHIP 40 NORTH, RANGE TOU MAST OF THE 3.14 743222 (RAN 4990 02/15/91 12:42:40 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS / #142 # B #-91-07378\$ PIN: 14-30-103-007 TOTAL COUNTY RECORDER COMMONLY KNOWN AS: 2143 W Belmont, Chicago, IL

The interest rate shall be adjusted to Albank Prime +.5% on the first day of March, 1994 and on the 1st day of March each three years thereafter until maturity. The payment due for principal and interest shall also be adjusted to reflect any change in the interest rate, based upon the then relaining loan term.

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and it is agreed that at similar apparatus, computer in accounter process of the real related.

TO HAVE AND TO HOLD the premises into the said Trialies, its successor and assigns, forever, for the purposes, and upon the insect and it is to the TO HOLD the premises unto the said Trialies, its successor and assigns, forever, for the purposes, and upon the insect and it is to the TO HOLD the premises afternoon and it is a successor and assigns, forever, for the purposes, and upon the insect and it is to the TO HOLD the interest of a successor of assigns to a suppose to all prompts repeat reduction and properly and the fedly and, and it case of the fature of that the interests of assigns to a suppose to all prompts of the fature of reductions of the fature of the discounter of the fedly and its order of the fature of the

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<u>.</u>		CHICAGO, ILLINOIS				
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Y	INSTRUCT					
_	Y INSTRUCTIONS					
	nnaannonii Affrak Day NiiMbed					

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

2143 West Belmont

Chicgo, Illinois 60618

Employed B. Cam. A. Pringington, Senton Vice President

San A Lawrence Avenue, Chicago, ILL 60625

Albank

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to explor, to deliver renewal policies up less that ten says gare to the respective date of exposition, thus Titute or the indices of the note may, but need not, make any payment or perform any act hemisheders as forth any form and manner demond expedient and way but meed not, make full or partial payments of principal or pice accomplesmon, if any, and purchase, discharge, compromise or settle any tax hem or other prior line or talle or claim thereof, or redeem from any tax sells or control to the control of the partial payments of principal or line of the partial payments of principal or line of the partial payments of the paymen

10. Trustee may resign by instrument in writin, in d in the office of the Recorder of Registers of Titles in which this instrument shall leave here is or field in filed. In case of the resignation, inshiftly or refusal to act. If T. v. s., the then Recorder of Deeds of the country in which the precuses are small to Successor in Trust hereunder shall have the idea of all powers and authority as are herein given Trustee and any Trustee of an investor of an entitled to reachable compensation for all acts performed hereinder.

11. For prepayment privilege, see Note hereby secured.

11. For prepayment privilege, see Note hereby secured

12. In addition to payments to principal and interest here indoor previded the Morigagine stall pay each mental of a local as a note so of soil Note 1.10, of the containing privilege in an another payment to principal estate large aspected of to be inserted against sail to times.

13. The mortgagers are prohibited from selling, conveying, assign ig the beneficial interest in and to entering into Articles of Agreement for the sale of, leasing tenting, or many manner transferring this to the mortgaged premises without the price with on concent of the mortgages to declare the whole of the debt immediately due in a public contilling the mortgages to declare the whole of the debt immediately due in a public contilling the mortgages to declare the whole of the debt immediately due in a public contilling the mortgages to declare the whole of the debt immediately due in a public contilling the mortgages to declare the whole of the debt immediately due in a public contilling the mortgages to declare the whole of the debt immediately due in a public contilling to the contilling the mortgage to declare the whole of the debt immediately due in a public contilling the mortgage to declare the whole against an advantage of the mortgage to the nature thereof is an appropriate the contilling the contilling the public contilling the public contilling the public continues to the declare the foreign the mortgage to the nature thereof shall have been advantaged to the nature thereof shall have been public of the contilling to the independent of the fined.

16. Mortgagors agree that until said Note and any extension of rinewall hereof shall be a public of the content of the fined to the fined to the content of the fined to the fine

to the Mortgages in an amount exceeding t 225,000.00

17. The Morigagors hereby waive any and all rights of redemption from sale under any order or decree of a reclosure pursuant to rights herein granted on behalf of the Morigagors, the at Estate, and all persons beneficially interested therein and each and every person acquiring any interest in or title to the premiere described herein subsequent to the date of frustages, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Section 10-1001 [5], Blinois Revised Statues.

The undersigned will not transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate his (its) right, title or interest in and to the premises described herein without first obtaining the written consent of the holder of the Note secured by this rust Deed.

First Chicago Bank of Ravenswood THIS TRUST DEED is executed by Albany Bank and Trust Company and authority conferred upon and vested in it as such Truster and such albany that the presental power and authority to execute this instrument, and it is expressly understockloud agreed that in this herein or in said note contained shall be construed as creating any liability on said First Party or on said where their and Trust Company is to prompt 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, all such liability, it any, being expressly waved by Truster and by every person moved to the render contained and all such First Party and its successors and said Albany Bank and Trust Company to the personally size concerned the legal onto r or holders of said note and the owner of owners of any indebtedness accruing hereunder shall took widely to the presentally size concerned the legal onto r or holders of said note and the owner of owners of any indebtedness accruing hereunder shall took widely to the presentally size concerned the legal onto r or holders of said note and the owner of owners of any indebtedness accruing hereunder shall took widely to the presentally size concerned the legal onto r or holders of said note and the owner of owners of any indebtedness accruing hereunder shall took widely to the presental builty of the enforcement of the line hereby conceved for the favore thereon, it is not the line hereby conceved for the aware thereon, it is not the line hereby conceved for the carnet thereon, it is not the line hereby conceved to the carnet thereon, by the enforcement of the line hereby conceved to the carnet thereon, it is not the line of the li

First Chicago Bank Of Ravenswood
At:BANT-BANK AND TRUST TATMENT TO AS Trustee as aforesaid uno not personally, Ass't. VICE PRESIDENT TRUET By_{-} ASSISTANT CAN Emthi Attest_ First Chicago Bank of Ravenswood

STATE OF ILLINOIS \$ 88 COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforeasid. IX) HEREBY CERTIFY that the above-named Vice President/Trust Officer and Notice and Notice and State of ALDAN'S DAN'S AND IRUST COMPANYS NA. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they surned and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Blank as Trustee as afforeasid, for the uses and purposes therein set forth, and the assistance then and their against decided that assistance of said Blank as Trustee as afforeasid for the uses and purposes there are no voluntary act of said Blank, as Trustee as aforeasid. For the uses and purposes there are though

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and the second of the second second second second second	Trust Officer Stars

IMPORTANT

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

The Instalment Note mentioned in the within Trust Deed has been identified berewith under Identification No. 902

Albany Bank & Trust Company N.A.

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UNOFFICIAL COPY

THIS TRUST	RIDER IS ATTACHED TO AND MADE ON PART OF DECEMBER 2	THAT CERTAIN	
FROM	First Chicago Bank of Ravenswood U/T/	A 25-10601	_
-		,as Mortgagor	_
ro ~	Albany Bank & Trust Company N.A.	.as Mortcagee/Trustee	

The following paragraph is hereby added to the terms of the Mortgage:

Mortgagor represents and agrees that, except as disclosed in writing to the Mortgagee or Trustee, the premises are in compliance with 'all Environmental Laws" (as hereinafter defined); that there are no conditions existing currently or likely to exist during the term of the Note that require or are likely to require clean up, removal or other remedial action; that Mortgagor is not a party to by litigation or administrative proceeding, nor, to the best of Mortgagor's knowledge, is there any litigation or administrative proceeding contemplated or Circatened related to or arising out of any Environmental Laws: that neither the premises nor Mortgagor is subject to any judgment, decree, order, citation or complaint related to or arising out of any Environmental laws: that Morfolcor has obtained all permits or licenses and filed all reports required under any applicable Environmental Laws. The term "Environmental Laws" shall mean 'ny and all federal, state and local laws, statutes, regulations, ordinances, codes, rules, and other governmental restrictions or requirements relating to matre's of environmental protection, pollution, health, safety, samitation, or ionservation, including without limitation those relating to the presence, maintenance and removal of asbestos now or any time hereafter in effect. Mortgager covenants and agrees to comply with all applicable Environmental Laws and to require its tenants or others operating on the premises to comply with all ipplicable Environmental Laws; and to provide to Mortgagee or Trustee immediataly upon receipt, copies of any correspondence of any nature whatsoever received by Mortgagor relating to Environmental Laws, and to advise Mortdagee or Trustee in writing as soon as Mortgagor becomes aware of any condition or circlinstances which makes any of the representations or statements contained in this paragraph incomplete or inaccurate. In the event Mortgagee or Trustee determines in its sole and absolute discretion that there is any evidence that any such direumstance might exist, whether or not described in any communication or notice to either Mortgagor, Mortgagee or Trustee, Mortgagor agrees, at its our expense, and at no expense to Mortgagee or Trustee, to permit an environmental audit to be conducted by Mortgagee or Trustee of an independent agent selected by Mortgagor or Trustee. This provision shall not relieve Mortgagor from (Orducting its own environmental audits or taking any other steps necessary to comply If, in the opinion of Mortgagee or Trustee, with any Environmental Laws. there exists any uncorrected violation of an Environmental Law or any condition which requires or may require any clean up, removal, or other remedial action, and such correction, clean up, removal, or other remedial action is not completed within sixty (60) days from the date of written hotice from Morigagee or Trustee to Mortgagor, the same shall, at the option of Mortgagee or Trustee constitute a default hereunder, without further notice or cure period.

First Chicago Fred Company of Illinois is the Section of the Secti

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officers, directors, employees and apents harmless from and against any and all losses, damages, liabilities, obligations, claims, costs and expenses (including with limitation, attorneys' fees and costs' incurred by Mortgagee or Trustee, whether prior to or efter the date hereof and whether direct, indirect, or consequential, relating to or arising out of matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance, or removal of aspestos. Any and all amounts owed by Mortoagor to Mortgagee or Trustee under this paragraph shall constitute additional indebtedness secured by this Mortgade or Trust Deed. Any of the provisions of this Mortgage or Trust Deed to the contrary notwithstanding, the representations, warranties, covenants, acreements, and incemnification obligations contained herein shall survive all indicia of termination of the relationship between Mortgagor and Mortgagee or Trustee including, without limitation, the repayment of all amounts due under the Mortgage or Trust Deed, cancellation of the Note and the release of any and all of the Loan Documents.

First Chicago Bank of Ravenswood ... not personally. but as Trustee as aforesaid in the exercise of the power and authority conferred upon (h) vested in it as such Trustee (and said Albany bank and Trust Company N.A., Nelsby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or it, said. Note contained shall be construed as creating any liability on said Alpiny bank and frest-tempeny-K-A., personally to pay the said Note or any interest that may accrue thereon, on any indeptedness accruing hereunder, or to perform may 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 any right or security horeunder, and that so far as said A First Chango Bank of Ravenawoodeny 11.2., personally 15 concerned the legal holder or noisher of said Note and the OWRET OF DWDEES of any indebtedness according hereunder shall look solely to the premises hereby conveyed for the payment hereof, by the pricroment of the lash hereby created, in the manner herein and in said Note provided or by action to enteres the personal liability of the guarantor, if any or any co-maker of the Note.

First Chicago Bank of Raverswood IN WITNESS WHEREOF, Aleeny bank and Armer Montany R.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Land Trust Officer, and its corporate seal to be neighbor affilmed and attested by its Vice Precident, the day and year first above writting.

First Chicago Bank of Bavensy A. 11.

Es Trustee as sicressid and
not personally.

By: Assistant Vice Propried

ATTEST:

Vace Freezooner Trust Officer

By signing below, Mortpagor accepts and agrees to the terms and provisions contained in this Rider.