

TRUST DEED

(Trust Deed Form T-3) REV 8-81

1991 APR 5 PM 1:52

91169088

THE ABOVE SPACE FOR RECORDING USE ONLY

THIS INDENTURE Made March 27 1991 between ALBANY BANK AND TRUST COMPANY N.A., 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 March 27, 1991 and known as trust number 11-4799, herein referred to as "First Party," and

Chicago Title and Trust Company an Illinois corporation herein referred to as TRUSTEE, witnesseth

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of One Hundred Five Thousand and 00/100 (\$105,000.00) Dollars,

made payable to BEARER

and delivered, in and by which said Note the First Party promises to pay out of said 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 at the rate of

\*10.25 per cent per annum in installments as follows: One Thousand One Hundred Forty Five and 00/100

Dollars on the 1st day of June 1991 and One Thousand One Hundred Forty Five & 00/100

Dollars on the 1st day of each and every month thereafter until said note is fully paid except that the final payment of principal and interest if not sooner paid shall be due on the 1st day of May 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 installment unless paid when due shall bear interest after maturity at the highest legal rate per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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

in said City.

This loan is payable in full at the end of 6 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 that 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.

NOW THEREFORE the parties hereto have caused this instrument to be signed by their duly authorized officers and agents in the presence of witnesses and in full view of each other and have caused the same to be recorded in the Public State Records of Cook County Illinois.

AND SAID OFFICERS AND AGENTS HAVE ATTACHED HERETO AND MADE A PART HEREOF

LOT 30 IN SAM BROWN JR'S SUBDIVISION OF BLOCK 9 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2181 W Windsor, Chicago, IL. PIN: 14-18-116-001

\*The interest rate shall be adjusted to Allbank Prime Rate + 1 1/2% on the first day of May 1994 and shall be fixed thereafter until maturity. The payment due for principal and interest shall be adjusted to reflect any change in the interest rate, based upon the then remaining loan term.

which with the property hereafter hereunto referred to shall constitute a mortgage in favor of the First Party... This deed is subject to the provisions of the Trust Agreement... The parties hereto have caused this instrument to be signed by their duly authorized officers and agents in the presence of witnesses and in full view of each other and have caused the same to be recorded in the Public State Records of Cook County Illinois.

TO HAVE AND TO HOLD the premises hereunto referred to together with the interest thereon to the First Party and its successors and assigns forever... The parties hereto have caused this instrument to be signed by their duly authorized officers and agents in the presence of witnesses and in full view of each other and have caused the same to be recorded in the Public State Records of Cook County Illinois.

NAME Albany Bank & Trust Company N.A.
STREET 3400 W Lawrence Avenue
CITY Chicago, Illinois 60625
INSTRUCTIONS OR
RECORDEE'S OFFICE BOX NUMBER

2181 W Windsor
Chicago, Illinois
15.00
Prepared By Cary A. W... Senior Vice President
ILL 40424

1 of Allbank Prime - 4 1 1/2%
91169088



# UNOFFICIAL COPY

THIS DEED IS ATTACHED TO THE DEED OF TRUST DATED MARCH 27, 1991  
TRUST DEED/MORTGAGE DATED 21 OF MARCH 27, 1991  
LESS Albany Bank and Trust Company N.A. D/T/A # 11-4799

TO Chicago Title and Trust Company as Mortgagee  
as Mortgagee Trustee

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

Mortgagee 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 Mortgagee is not a party to any litigation or administrative proceeding, nor, to the best of Mortgagee's knowledge, is there any litigation or administrative proceeding contemplated or threatened related to or arising out of any Environmental Laws; that neither the premises nor Mortgagee is subject to any judgment, decree, order, citation or complaint related to or arising out of any Environmental Laws that Mortgagee has obtained all permits or licenses and filed all reports required under any applicable Environmental Laws. The term "Environmental Laws" shall mean any and all federal, state and local laws, statutes, regulations, ordinances, codes, rules, and other governmental restrictions or requirements relating to matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance and removal of asbestos now or any time hereafter in effect. Mortgagee 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 applicable Environmental Laws; and to provide to Mortgagee or Trustee immediately upon receipt, copies of any correspondence of any nature whatsoever received by Mortgagee relating to Environmental Laws, and to advise Mortgagee or Trustee in writing as soon as Mortgagee becomes aware of any condition or circumstance 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 exclusive discretion that there is any evidence that any such circumstance might exist, whether or not described in any communication or notice to either Mortgagee, Mortgagee or Trustee, Mortgagee agrees, at its own 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 Mortgagee or Trustee. This provision shall not relieve Mortgagee from conducting its own environmental audits or taking any other steps necessary to comply with any Environmental Laws. If, in the opinion of Mortgagee or Trustee, 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 notice from Mortgagee or Trustee to Mortgagee, the same shall, at the option of Mortgagee or Trustee constitute a default hereunder, without further notice or cure period.

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current, future or former officers, directors, employees and agents of the Trustee, 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 after 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 asbestos. Any and all amounts owed by Mortgagee to Mortgagee or Trustee under this paragraph shall constitute additional and indebtedness secured by this Mortgage or Trust Deed. Any of the provisions of this Mortgage or Trust Deed to the contrary notwithstanding, the representations, warranties, covenants, agreements, and indemnification obligations contained herein shall survive all indicia of termination of the relationship between Mortgagee 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.

This Note is executed by Albany Bank and Trust Company N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Albany Bank and Trust Company N.A., 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 said Albany Bank and Trust Company N.A., personally 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, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Albany Bank and Trust Company N.A., personally is concerned the legal holder or holders of said Note and 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 order to enforce the personal liability of the guarantor, if any or by co-maker of the Note.

IN WITNESS WHEREOF, Albany Bank and Trust Company N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its ~~Bank~~ Trust Officer, and its corporate seal to be hereunto affixed and attested by its Vice President, the day and year first above written.

ALBANY BANK AND TRUST COMPANY N.A.,  
as Trustee as aforesaid and  
not personally.

By: [Signature]  
Trust Officer

ATTEST:  
[Signature]  
Vice President

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

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