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charges against the premises when due, and in the event of any such default, the Trustee may, at its option, (1) 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 the same or to pay in full the indebtedness secured hereby, all 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 holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and perform any act heretofore set forth in any instrument or agreement, or amend or modify any such instrument or agreement, or release from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice, and with interest thereon at the rate of prime + 1.5%. Trustee or the holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien 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 secured by this trust deed shall, notwithstanding anything to the contrary in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the time, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, 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 foreclose the lien hereof. In any suit to foreclose the lien 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 for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to bid at any sale which may be had pursuant to such decree the true condition of the title or of the value of the premises. All expenditures and expenses of any nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of prime + 1.5% when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof actual or constructive, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their 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 premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree for foreclosure of this trust deed, or any tax, special assessment or other lien, which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty in examining the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof in and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which appears to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate of identification identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Tolls in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. This Trust Deed and the Note which it secures, will not be assumable without the Note Holder's consent. Any sale, transfer, or further encumbrance (including, but not limited to a contract sale, sale under articles of agreement for deed, or a transfer to a land trust), or any attempted sale, transfer, or further encumbrance of the undersigned's right, title, and interest to the property mortgaged hereunder, without said consent, shall render the entire note indebtedness immediately due and payable at the Note Holder's election.

THIS TRUST DEED is executed by First Chicago Bank of Ravenswood 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 First Chicago Bank of Ravenswood 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 First Party or on said First Chicago Bank of Ravenswood personally, to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereinafter, 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 the First Party and its successors and said First Chicago Bank of Ravenswood personally are 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 thereof, 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, First Chicago Bank of Ravenswood, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereinafter affixed and attested by its Land Trust Officer this day and year first above written.

FIRST CHICAGO BANK OF RAVENSWOOD As Trustee as aforesaid and not personally,

By: [Signature] **Asst. Vice-President**  
 Attest: [Signature] **Land Trust Officer**

STATE OF ILLINOIS }  
 COUNTY OF COOK } SS:

I, the undersigned a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that **MARIO V. GOTANCO**

**Asst. Vice-President of First Chicago Bank of Ravenswood and Eva Higi**

Land Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing as such **Asst. Vice-President and Land Trust Officer**, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Land Trust Officer then and there acknowledged that said Land Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Land Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

My Commission Expires 05/07/94

Given under my hand and Notarial Seal this 25th day of APRIL, 1991

FIRST CHICAGO TRUST COMPANY OF ILLINOIS  
 AS SUCCESSOR TRUSTEE TO

[Signature]  
 Notary Public

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

The Installment Note mentioned in the within Trust Deed has been identified  
 herewith under identification No. \_\_\_\_\_

Trustee

93202720

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\$70,000.00

Chicago, Illinois  
April 12, 1991

FOR VALUE RECEIVED, ON DEMAND, or if demand not be made, on May 1, 1992, FIRST CHICAGO TRUST COMPANY OF ILLINOIS AS SUCCESSOR TRUSTEE TO FIRST CHICAGO BANK OF RAVENSWOOD, 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 Bank in pursuance of a Trust Agreement dated March 25, 1991 and known as Trust Number RV011173, hereby promises out of that portion of the Trust Estate subject to the said Trust Agreement specifically described in the Trust Deed given to secure the payment hereof, to pay to the order of THE FIRST COMMERCIAL BANK the principal sum of SEVENTY THOUSAND AND NO/100THS (\$70,000.00) DOLLARS and interest on the balance of principal remaining from time to time unpaid, at the rate per annum equal to one and one half percent (1.5%) plus the prime rate (as hereinafter defined).

For purposes hereof, the term "prime rate" shall mean the rate of interest then most recently announced by THE FIRST COMMERCIAL BANK (First) as its prime rate. The term "prime rate" is used for the internal convenience of this Bank, and no representation is being made or intended that the rate is either the lowest, the best or a favored rate.

Interest shall be paid quarterannually beginning with July 1, 1991. All such payments on account of the indebtedness evidenced by this Note shall be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

Interest after maturity or default until paid shall be payable at the rate of four percent (4%) per annum plus the prime rate.

The payment of this Note is secured by a Trust Deed and an Assignment of Rents, bearing even date herewith, to THE FIRST COMMERCIAL BANK, on real estate in Cook County, Illinois, (the terms and provisions of which are incorporated herein by reference), to which instruments reference is hereby made for a description of the security and a statement of the terms and conditions upon which this Note is secured.

The payment of this Note is further secured by a collateral pledge of TWENTY THOUSAND DOLLARS (\$20,000.00) of FIRST COMMERCIAL BANK Certificate of Deposit # 124647, or any renewal thereof, to which instruments reference is hereby made for a description of the security and a statement of the terms and conditions upon which this Note is secured.

It is agreed that at the election of the holder or holders hereof and without notice the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof, or in case at any time hereafter the right to foreclose the said Trust Deed shall accrue to the legal holders hereof under any of the provisions contained in said Trust Deed.

The principal sum may be prepaid, in whole or in part, at any time, without penalty upon concurrent payment of all accrued interest.

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The maker, makers, guarantors, or endorsers jointly and severally waive diligence, presentment, protest and demand, notice of protest demand and dishonor and non-payment of this Note, and reasonable attorney's fees. Payments under this Note may be extended or modified without affecting the liability of the undersigned. The security stated in the Trust Deed securing this Note may be released, in whole or in part, or increased or modified, and may secure future advances without affecting said liability.

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Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. Whenever applicable, the term "mortgage" shall also mean "trust deed" or "deed in trust". If there is more than one maker of this Note, the liability of the undersigned shall be joint and several.

FIRST CHICAGO TRUST COMPANY OF  
ILLINOIS AS SUCCESSOR TRUSTEE TO  
FIRST CHICAGO BANK OF RAVENSWOOD  
as Trustee as aforesaid and not  
personally.

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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