

TRUST DEED INSTRUMENT WAS PREPARED BY

UNOFFICIAL COPY

Shore Bank of Chicago

Justin Branch  
Jeffery Boulevard  
Chicago, Illinois 60649

COOK COUNTY, ILLINOIS

1991 MAY 13 PM 2:25

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

Ex 73-03-545 F1 2

THIS INDENTURE, made April 24, 1991 between Midwest Bank and Trust Company, not personally, but as Trustee under Trust Agreement No. 90-5904, dated January 2, 1990 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 (\$150,000.00)

One Hundred Fifty Thousand and 00/100 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 on the balance of principal remaining from time to time unpaid at the rate of percent per annum in instalments (including principal and interest) as follows: In accordance with rates of interest and other terms and conditions as set forth in the Note secured hereby. Dollars or more on the day of 19 and

Dollars or more on the day of each 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 June, 2011. 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 at the rate of NOTE per cent 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 The South Shore Bank of Chicago in said City.

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:

LOTS 9 AND 10 (EXCEPT THE WEST 7 FEET OF SAID PREMISES TAKEN FOR WIDENING OF WALLER AVENUE) IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43' 3/4 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 141-43 NORTH WALLER, CHICAGO, IL 60644

15.00

P.I.N. #16-08-416-036-0000

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto, including, 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 restriction the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator 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 on 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 Midwest Bank & Trust Company, Trustee

SEE EXCULPATORY RIDER ATTACHED U/T/A 90-5904 & MADE A PART HEREOF CORPORATE SEAL

BY [Signature] Assistant Vice President: ATTEST: [Signature] Asst. Trust Officer

STATE OF ILLINOIS, Cook County of } ss. I, Zelvia Lara, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Barbara Love, Vice President of the Midwest Bank & Trust Company and Angela McClain Asst. Trust Officer

OFFICIAL SEAL Notary Public, State of Illinois

GIVEN under my hand and Notarial Seal this 25th day of April, 1991 [Signature] NOTARY PUBLIC

Form #1 TRUST DEED - GENERAL NOTARIAL FEATURES One Instalment Note with Interest Included in Payment. R. 11/75

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18. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Trust Deed and the Note.

19. All of the terms and provisions of the certain loan commitment, (as stated in the offer of The South Shore Bank of Chicago, dated April 01, 1991 addressed to and accepted by (DANIEL M. VOLLMAN) as are not herein above otherwise set forth and as are relevant and germane hereto and the loan evidenced by the within and foregoing Trust Deed and this rider thereto, are hereby incorporated herein and made a part hereof as though fully set forth and recited herein.

20. Additional Payments due hereunder: In addition to monthly payments of principal and interest there shall be due and payable hereunder, and paid, monthly deposits of funds equal to one-twelfth (1/12) of the last ascertainable bills for general taxes during each year the said Note shall be un-paid, such funds so paid shall be held by the Holder of said Note and used by said Holder to pay general taxes from time to time levied and due upon the real estate and improvements thereon given as security under said Note. No interest shall accrue in favor of or be or become due the maker hereof, or any of its beneficiaries upon any funds so deposited.

21. The proceeds of the loan secured by this mortgage will be used for the purpose specified in Paragraph 4 (c) of Chapter 74 of the 1975 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within purview of said paragraph.

22. The mortgagor 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 judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

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**UNOFFICIAL COPY**  
THIS RIDER IS ATTACHED TO AND MADE PART OF  
CERTAIN TRUST DEED, DATED 4/24/91  
EXECUTED BY MIDWEST BANK AND TRUST COMPANY  
U/T/A # 90-5904

This Trust Deed is executed by Midwest Bank and Trust Company 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 it is expressly understood and agreed by the trust deed herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this trust deed shall be construed as creating any liability on Midwest Bank and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this trust deed and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

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