

UNOFFICIAL COPY

92595987

• TRUST DEED

3007-703

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made **July 1 1992**, between **Bank of Chicago/Garfield Ridge** an Illinois 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 **February 13, 1992** and known as trust number **92-2-8**, herein referred to as "First Party," and

SOUTH CENTRAL BANK AND TRUST COMPANY

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 **Sixty Thousand Eight Hundred Fifty-Four and 94/100**

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

on the balance of principal remaining from time to time unpaid at the rate of

9.25 per cent per annum in instalments as follows:

Two Thousand Two Hundred Seventy-Nine and 84/100

Dollars on the **1st day of August 1992** and **Two Thousand Two Hundred Seventy-Nine and 84/100**

Dollars on the **1st day of each 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 January 1995**. 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 **9.25 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

SOUTH CENTRAL BANK AND TRUST COMPANY

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, renounce, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate, situate, lying and being in the COUNTY OF **COOK**, in the STATE OF **ILLINOIS** to wit:

T\$4444 TRAN 2498 07/10/92 14:51:00

\$1595 2 M-2-505987

See Schedule "A" attached hereto and made part hereof

COOK COUNTY RECORDER

DEPT-01 RECORDING \$25.50
T\$4444 TRAN 2498 07/10/92 14:51:00
\$1595 2 M-2-505987
COOK COUNTY RECORDER

92595987

P. I. N. 16-27-210-005 Commonly known as 2315 S. Keeler, Chicago

which, with the property hereinafter described, is referred to herein as the "premises."

BY INDENTURE 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 First Party, its successors or assigns may be entitled thereto which are pledged primarily and on a **party** basis paid real estate and not secondarily, and all apparatus, equipment or articles now or hereafter thereon 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, minor 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 First Party 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.

IT IS FURTHER UNDETERMINED, AND AGREED THAT:

- 1. Until the indebtedness above set forth shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or refund any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep and premises in good condition and repair, without waste and free from insecticide or other pests, & claims for loss not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate copies thereof; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance company of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance **satisfactorily** 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

NAME | SOUTH CENTRAL BANK AND TRUST CO

D STREET 555 W. ROOSEVELT RD.

L CITY CHICAGO, ILLINOIS 60607

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

2315 S. Keeler

Chicago, Illinois 60632

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

OR

25.50

UNOFFICIAL COPY

To expand, to deliver renewal policies not otherwise deliverable to the recipient, and to retain, then Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder set forth in any form and manner deemed expedient, and may initiate or make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, extinguish or settle any fee for ten or other prior liens or encumbrances, or any other debt or forbearance affecting and premises or contract, any tax or assessment. All monies paid for any of the purposes herein is intended to be used for the payment of expenses connected therewith, including attorney's fees and any other expenses admissible by Trustee or the holder of the note, except that such amounts may be retained by Trustee or the holder of the note, plus reasonable compensation to Trustee for each matter concerning which action herein authorized or taken, for the benefit of all parties concerned, and the amount so retained by Trustee or the holder of the note shall never be considered as a waiver of any right according to them on account of any of the provisions of this paragraph.

2. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to any of the amounts mentioned above, shall furnish a statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holder of the note or without notice to First Party his successors or assigns, an option to renew this trust deed is given, notwithstanding anything in the note or in this trust deed to the contrary, to become due and payable at the earliest of the date of payment of the last installment of principal or interest on the note, or in the event of the failure of First Party to pay the amount of the note, upon the expiration of the period one year from the date of this trust deed, 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 on the note for sole disbursements, no expense which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee for legal expenses, court costs, witness fees, expenses of removal, removal charges, publication costs and costs, which may be estimated as to items to be expended for service of process, and attorney's title of title, title research and examinations, guarantee policies, attorney certificates, and similar data and expenses, and the expenses of Trustee or holders of the note in connection with the collection of the amount in the note, which may be incurred by Trustee or holders of the note in the course of attempting to collect the amount in the note to the best of the ability of First Party. All disbursements and expenses on the amount in the note, including amounts mentioned shall become secundum causam and immediately due and payable, with interest thereon at the rate of **9.25%** per annum, which rate of interest, shall be charged by Trustee or holders of the note in connection with the any proceeding, including probate and bankruptcy proceedings, against either of them shall be the same, either of potentially claimable or as incurred by reason of this trust deed or any indebtedness hereby secured, or the preparations for the commencement of any, and for the forebearance of any, or any right to foreclose whether or not actually commenced, or for 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 amounts, or expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, in so far as the same may be validly construed as constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, on principal and interest remaining unpaid on the note, fourth, any surplus to First Party, its legal representatives or assigns, or their rights, as they 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 the premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of the First Party, or the value of the property or whether the same is to be then occupied as a homestead or not and the Trustee hereon may be appointed as such receiver. Such receiver shall have power to sue, bring the rents, issues and profits of and premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the first thirty days of holding the same, whether or not in redemption or not, as well as during any further times when First Party, its successors or assigns, except for the execution of such receiver, would have the right to sue, bring the rents, issues and profits of all other powers which may be necessary or are usual or necessary for the protection of the premises, and to collect the same or to sell the same or the premises during the time of such period. The court from time to time may stay, adjourn, the cause to determine the right of the holder of the note to foreclose the premises, or any part of it. The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any other decree, judgment or order, shall be liable for the costs and expenses of the receiver appointed by the court or by the holder of the note or by any other person appointed by the court or by the holder of the note, or by any other person appointed by the court or by the holder of the note.

7. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and places thereon, all to be permitted for their purpose.

8. Trustee has no duty to exercise the title, location, existence or condition of the premises, nor shall it be compelled to record documents, deeds or title, or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts 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 indemnity satisfactory to it before doing any power herein given.

9. Trustee shall receive this trust deed and the lien thereby created by proper instrument upon presentation of satisfactory evidence that all debts and dues heretofore due and owing to Trustee, the holder of the note, and First Party, and all expenses and costs of collection, including attorney's fees, and the expenses and costs of advertising, shall have been paid in full, and that the note and the lien thereon shall have been duly recorded in the office of the recorder of deeds of the county in which the property is situated, or in any other office or place where recording of notes and liens is required. When so done, a copy of such note and such record or records may be sent to the principal and interest identification purporting to be executed by a trustee, transfer, assignee or which contains in substance with the description herein contained of the note or notes which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and in lieu of the original trustee, a copy of the note and the same or the note described herein, shall always describe the genuine note herein described, fully, which may be presented, and where so far as to 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 and in the office of the Recorder of Deeds or of Title in which the instrument shall have been recorded for the time of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the property is situated, or in any other office or place where recording of notes and liens is required. Any successor to Trustee 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.

Mortgagor, on behalf of himself/herself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagor's right in any remedy, legal or equitable, which Mortgagor may pursue to enforce payment or effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagor's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this Mortgage.

The mortgagor(s) hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois

THIS TRUST DEED is executed by Bank of Chicago/Garfield Ridge, not personally but as Trustee as aforesaid on the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Bank, warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in any note or instrument shall be construed as creating any liability on said First Party or on said Bank, personally to pay the sum note or instrument 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 express, to be waived by First Party and by every person now or hereafter claiming any right of security hereunder, and that so far as the First Party and its executors and/or personal representatives are concerned, the legal holder or holders of said note and the owner or owners of any undivided interest therein or hereunder, and such other persons as may be entitled to the payment thereof, by the enforcement of the lien hereby created, in the manner hereinabove in said note provided, or by action to enforce the personal liability of the grantor(s) of the

IN WITNESS WHEREOF, Bank of Chicago/Garfield Ridge, has caused these presents to be signed by its Assistant Vice-President/Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier/Trust Officer on the day and year first above written.

BANK OF CHICAGO/GARFIELD RIDGE As Trustee as aforesaid and not personally,

By *Rosemarie J. Baran* **ASSISTANT VICE-PRESIDENT-TRUST OFFICER**

Attest *Terrence Superczynski* **ASSISTANT CASHIER-TRUST OFFICER**

a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY, that

Rosemarie J. Baran

Assistant Vice-President/Trust Officer of Bank of Chicago/Garfield Ridge and

Terrence Superczynski Senior Vice President

Assistant Cashier/Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President/Trust Officer and Assistant Cashier/Trust Officer, respectively, aforesigned before me this day in person and I acknowledge 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 herein set forth, and the said Assistant Cashier/Trust Officer and the said Assistant Cashier/Trust Officer, do attest the seal of said Bank to said instrument as said Assistant Cashier/Trust Officer's signature and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this **3rd** day of **July**, 19**92**

Notary Public

IMPORTANT

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. **0000000000000000**

**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.**

Trustee

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53513397

Property of Cook County Sheriff's Office
PERMANENT INDEX NO. 16-27-210-005-0000

THAT PART OF THE EAST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 27,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH KEELER AVENUE;
LYING NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY OF THE BURLINGTON
NORTHERN, INC., (FORMERLY C. B. AND Q. R. R. COMPANY); AND LYING
SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED COURSES, TO -
WIT: COMMENCING AT A POINT ON THE EAST LINE OF SOUTH KEELER
AVENUE 264.98 FEET SOUTH OF (AS MEASURED ALONG SAID LINE) THE
SOUTHERLY LINE OF OGDEN AVENUE; THENCE EAST AT RIGHT ANGLES 0.70
FEET; THENCE SOUTH AT RIGHT ANGLES 0.75 FEET; THENCE EAST AT
RIGHT ANGLES 5.28 FEET; THENCE NORTH AT RIGHT ANGLES 0.75 FEET;
THENCE EAST AT RIGHT ANGLES 227.02 FEET TO A POINT OF CURVE OF A
CURVED LINE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 52.50 FEET,
AND BEING TANGENT TO A LINE 23 FEET EAST OF AND PARALLEL WITH
THE EAST LINE OF SOUTH KEELER AVENUE; THENCE SOUTHWESTERLY ALONG
SAID CURVED LINE AN ARC DISTANCE OF 42.10 FEET TO A POINT OF
REVERSE CURVED LINE, CONVEX NORWESTERLY AND HAVING A RADIUS OF
52.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE AN ARC
DISTANCE OF 42.10 FEET TO A POINT OF TANGENCY ON A LINE 201 FEET
EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH KEELER AVENUE;
THENCE SOUTH ALONG SAID PARALLEL LINE 61.80 FEET TO A POINT OF
CURVED LINE, CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 50.00
FEET; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE A LINE 185 FEET
OF 41.15 FEET TO ITS INTERSECTION WITH A LINE AN ARC DISTANCE
AND PARALLEL WITH THE EAST LINE OF SOUTH KEELER AVENUE; THENCE
SOUTH ALONG SAID PARALLEL LINE 56.00 FEET TO ITS INTERSECTION
WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN,
INC., AFORESAID, IN COOK COUNTY, ILLINOIS.

SCHEDULE "A"