

# UNOFFICIAL COPY

## **TRUST DEED**

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928-365-

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 12, 1992, between GLENVIEW STATE BANK,  
an Illinois corporation, not personally but as Trustee under the provisions of a  
Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated  
November 30, 1988 and known as trust number 3771, herein referred to as "First Party," and  
Chicago Title and Trust Company, an Illinois corporation  
herein referred to as TRUSTEE, witnesseth: a principal  
THAT, WHEREAS First Party has concurrently herewith executed ~~executed~~ note bearing even date here-  
with in the Principal Sum of Two Hundred Thousand and no/100 Dollars (\$200,000)

made payable to ~~RESCHE~~ the order of 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 ~~xxbintwentyfive~~  
~~xxthebalance~~ ~~xxplus~~ ~~xxpaying~~ ~~xxan~~ ~~xxannual~~ ~~xxinterest~~ ~~xxat~~ ~~xxthe~~ ~~xxrate~~ ~~xxof~~  
twelve (12) per cent per annum ~~xxin~~ ~~xxone~~ ~~xxhundred~~ ~~xxand~~ ~~xxone~~ ~~xxdollar~~ payable quarterly on the first day of March,  
1993 and on the first day of each June, September, December and March thereafter, all of said  
principal and interest bearing interest after maturity at the rate of 15% per annum

dated October twenty five thousand nine hundred and thirty three, the principal amount of which principal and interest, together with all costs and expenses of collection, shall be paid to the first named party, Kastrex Financial, Inc., 5890 Royalton, Town of Mount Royal, Quebec, Canada, or to such other place as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Kastrex Financial, Inc., 5890 Royalton, Town of Mount Royal, Quebec, Canada.

**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 the trust deed, and also in consideration of the sum of One Dollar is here paid, the receipt whereof is hereby acknowledged, goes by these presents grant, remise, release, alien and convey unto the Trustee, his successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, viz: as described in

Exhibit A attached hereto.

92855851

\* on December 1, 1993 with interest thereon from date until ~~deposited~~  
\*\* Quebec, H4P1K4, Canada.

THIS IS A REGISTERED TRADE MARK OF THE BIRMINGHAM BOATCAGE

which, with the property hitherto described, is referred to here as the "problem."

TOGETHER WITH all improvements, tenements, fixtures, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during such time as First Party. His successors or assigns may be entitled thereto (which are granted primarily and on a parity with said real estate and not specifically, and all apparatus, equipment or articles of whatsoever description used thereon to supply heat, air, air conditioning, water, light, power, refrigeration, and other singularities or contrivances, and ventilation, including without restricting the foregoing), screened windows, doors, and windows, fire extinguishers, ladder backs, awnings, stoves and water heaters. All of the foregoing are deemed to be a part of said real estate whether personally 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 here-  
in set forth.

**IT IS FURTHER UNDERSTOOD AND AGREED THAT:**

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, his successors or assigns, to: (1) promptly repair, restore or rebuild any buildings or improvements new or heretofore on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be accrued 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 note; (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 priority attaches on general taxes, and pay special taxes, water charges, sewer service charges, or other charges against the premises while due, and upon written request, to forego to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under payment, in the manner provided by statute, any tax or assessment which First Party may desire to contract; (9) keep all buildings and improvements now or heretofore situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness accrued before by all uncompromised satisfaction to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

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R** NAME Allen H. Dropkin  
STREET 30 North LaSalle Street  
CITY Suite 3500  
Chicago, Illinois 60602

**POR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE**

DR

RECORDED OFFICE 100% INDEXED

2550

# UNOFFICIAL COPY

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 holder of the note may, but need not, make such payment before or after performing any act hereinbefore set forth in any form and manner deemed expedient by him, but need not make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any claim or action against the prior holder, title or claim, or recover money from any tax collector, or forfeiture affecting said premises or content any tax or other claim. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and other monies or services by trustee or his helpers to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such 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 seven per cent per annum. Actions of Trustee or 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 holder of the note, before making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented to the appropriate public office 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 in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b), in the event of the failure of First Party or its successors or assigns to pay any of the things specifically set forth in paragraph one hereof and such default shall continue for thirty days, after notice to be exercised at any time after the expiration of said thirty 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 all additional indebtedness in the decree for sole 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, costs for documentary and expert evidence, stenographers' charges, publication costs and costs which may be required as to Home to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, grants, conveyances, transfers, 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 prevent such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become no much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 15 per cent per annum, 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 the trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose 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 incidental to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph heretofore; 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 overplus 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 solvent or insolvent 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 tenement 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time 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 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 (2), any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such receiver, provided such application be 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 to examine 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 acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument, upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may cancel and deliver a release hereof to 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, which conforms in substance with the description herein contained of the note and which purports 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 on any instrument 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 Register of Titles 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 of 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. Anything in Paragraph 9 to the contrary notwithstanding, the Trustee shall provide partial releases of this trust deed and the lien thereof as in the note provided.

\* on which default shall remain uncured for ten (10) days

11/11/92

**THIS TRUST DEED is executed by Glenview State Bank** 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 that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said **GLENVIEW STATE BANK** personally to pay the said note on any interest that may accrue thereon, on any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly assumed by Trustee and, if any, to be paid now or hereafter claiming any right or security hereunder, and that as far as the First Party and its successors and assigns and said **GLENVIEW STATE BANK** 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 converted 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 grantor, if any.

**IN WITNESS WHEREOF,** **Glenview State Bank**, not personally but as Trustee as aforesaid, has caused three presents to be signed by name of its Vice-President or Assistant Vice-President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

**GLENVIEW STATE BANK**

as Trustee, as aforesaid, and not personally.

**TRUST OFFICER**

**ASSISTANT VICE PRESIDENT**

**ASSISTANT SECRETARY**

By Suzanne Ellin

Attest Alice Hansen

Trust Officer

STATE OF ILLINOIS  
COUNTY OF COOK

I, THE UNDERSIGNED  
DO HEREBY CERTIFY, that Suzanne Ellin, Asst. Vice-President of Glenview State Bank, an Illinois corporation, a national banking association, and Alice Hansen, Trust Officer, Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such NSST, Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said individuals personally did sign and there acknowledge that, as custodians of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of November 1992

**OFFICIAL SEAL**

ANGELA S. JOHNSON

Notary Public  
State of Illinois  
My Commission Expires 3/21/96

Angela Johnson  
Notary Public  
6/11/96

The Instalment Note mentioned in the within Trust Deed has been identified

Borrower's Identification No. 68411  
Chicago Title and Trust Company

By: Jeanne P. Bell Trustee

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.

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UNITS 6036-1, 6036-2, 6036-3, 6038-1, 6038-2, 6040-1, 6042-1,  
6042-2, 6042-3, 1041-1, 1041-2, 1041-3, 1043-B, 1043-1, 1043-2,  
1043-3, 1045-1, 1045-2, 1045-3, 1047-1, 1047-2, 1047-3, 1049-1,  
1049-2, 1049-3, 1051-1, 1051-2 AND 1051-3 IN GLENMOOR MANOR  
CONDOMINIUM, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE  
COMMON ELEMENTS AS DEFINED AND DELINEATED IN THE DECLARATION  
RECORDED AS DOCUMENT 92-800718, IN EAST FRACTIONAL HALF OF  
SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND  
ASSIGNS, AS RIGHT AND EASEMENTS APPURtenant TO THE ABOVE  
DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT  
OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM  
AFORESAID. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS,  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN  
SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID  
DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

ADDRESS OF PROPERTY: 1041-51 West Glenlake, Chicago, Illinois

PIN: 14-05-213-013

This document prepared by: Allen H. Dropkin  
30 North LaSalle Street  
Suite 3500  
Chicago, Illinois 60602

EXHIBIT A