

# UNOFFICIAL COPY

TRUST DEED

92855851

928 5851

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 ~~an installment~~ note bearing even date herewith in the Principal Sum of Two Hundred Thousand and no/100 Dollars (\$200,000)

made payable to ~~BEARER~~ 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 ~~and interest from~~ ~~on the balance of principal remaining from time to time~~ paid at the rate of twelve (12) per cent per annum ~~in installments as follows~~ 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

~~BEARING INTEREST AT THE RATE OF TWELVE (12) PER CENT PER ANNUM IN INSTALLMENTS AS FOLLOWS 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~~  
~~DATE OF PAYMENT OF EACH INSTALLMENT SHALL BE THE FIRST DAY OF THE MONTH IN WHICH THE SAME IS DUE AND THE SAME SHALL BE PAID TO THE ORDER OF THE TRUSTEE AT THE 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 KANTREX FINANCIAL, INC., 5890 ROYALMOUNT, TOWN OF MOUNT ROYAL, ILLINOIS~~

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 in hand paid, the receipt whereof is hereby acknowledged, do hereby present, grant, 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 AND STATE OF ILLINOIS to-wit: as described in Exhibit A attached hereto.

92855851

\* on December 1, 1993 with interest thereon from date until ~~paid in full~~ **RECORDING** \$25.00  
T#1111 TRAM 0384 11/16/92 09:37:00  
\*\* Quebec, H4P1K4, Canada. #8942 : A \* -92-855851  
COOK COUNTY RECORDER

THIS MORTGAGE IS A JOINT MORTGAGE

which, with the property hereinafter described, is referred to herein as the "premises."  
TOGETHER with all improvements, easements, appurtenances, 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 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 restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, fridges, 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 hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:  
1. Until the indebtedness hereunder shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, replace or rebuild any buildings or improvement now or hereafter 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 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 building now or at any time in process of erection upon said premises; (5) comply with all requirements of law as to 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 public authority 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 receipts therefor; (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 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 or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME Allen H. Dropkin  
STREET 30 North LaSalle Street  
CITY Suite 3500 Chicago, Illinois 60602  
OR  
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
2530

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 addi-

1. The Trustee or the holder of the note, in any suit by foreclosure of the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale of the premises...

2. The Trustee or the holder of the note, in any suit by foreclosure of the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale of the premises...

3. 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 moneys and expenses...

4. 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...

5. 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...

6. 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...

7. Trustee may sign by instrument in writing filed in the office of the Recorder and Registrar of Titles in which the instrument shall have been recorded or filed...

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

RECORDED

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 or any interest that may accrue thereon...

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

GLENVIEW STATE BANK
By: Suzanne Ellin, ASST. VICE PRESIDENT
Attest: Alice Hansen, TRUST OFFICER

STATE OF ILLINOIS
COUNTY OF COOK

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Suzanne Ellin, Asst. Vice-President of Glenview State Bank, an Illinois corporation, 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 ASST. 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...

Given under my hand and Notarial Seal this 12th day of November 1992
ANGELA S. JOHNSON
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 Instrument Note mentioned in the within Trust Deed has been identified herewith under identification No. Chicago Title and Trust Company
By: Trustee

# UNOFFICIAL COPY 772204

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

PTN: 14-05-213-013

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

EXHIBIT A