BOX 26



TRUSTOFFICIAL COPY 1 90% DELECTION TO TRUSTOFFICIAL COPY 1 90% DELECTI

BOX 260

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made February 28 19/92 Detween Chicago Title and Trust Company, 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. March 31, 1976 and known as Trust , herein referred to as "First Party," and 10-67621 Chicago Title & Trust

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 (\$200,000.00) TWO HUNDRED THOUSAND & -----

made payable to 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 som and interest from February 25, 1992 on the balance of principal remaining from time to time unpaid at the rate of (10) Ton per cent per annum in instalments (including principal and interest) as follows: (\$4,249.41) FOUR

Dollars or more on he 15th day of each month thereafter until said note is fully paid except that the final payment of principal architerest, if not sooner paid, shall be due on the 15th day of February 1997. All such payments on account of de 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 15 fifteen percent per annum, and all of said principal and interest being made payable at such banking Hlinois, as the holders of the note may, from time to time, in house or trust company in Chicago

writing appoint, and to absence of such appointment, then at the Office of Mr. Sol Appelbaum, 4711 W. Armitage, Chicago, IL 60039

NOW, THEREFORE, First Party to secure the regiment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and (3001) consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, recise, 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:

A TRACT OF LAND DESCRIBED AS **OLLOWS: NILSSON BROTHERS CONSOLIDATED OF PART OF LOT "C" IN BIKEL AND OTHERS SUBDIVISION OF PART OF THE NILSSON BROTHERS CONSOLIDATION NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A STRIP OF LAND LYING BAST OF AND ADJOINING THE SAME, IN COOK COUNTY, ILLINOIS, SAID PREMISES ALSO BEING KNOWN AS THE NORTHEAST CORNER OF MONTROSE AND LAWNDALE AVENUES, CHICAGO, ILLINOIS.

3654 W. Montrose, Chiago, IL 13-14-127-024-0000

\$25.00 14 (111 TRAIL + 60.28 4 7).

This document prepared by: Howard J. Weise, 150 N. Wacker Dr.

which, with the property accountries described, as referred to berein as the "premises."

TOGETHER with all improvements, teacments, fixtures, and appurtenances thereto belonging, and all rents, issues and problem thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto evenich are piedged primardy and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles new or here, it is therein or thereon used to supply hear, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and addition, including twithout restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, mador beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and its agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shad or or idered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Tractor ats successors and account to the constituting the foregoing are declared.

TO HAVE AND TO HOLD the premises unto the viid Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts berein set forth.

IT IS FURTHER PRODUCTSTOOD AND AGREED THAT

IT IS FURTHER UNDERSTOOD AND AGREED HAT.

1. Until the indebtedness atoresaid shall be fully paid, and in case of the latture of First Party, its successors or assigns to (a) promptly repair, restore or rebuild any buildines or improvements now or lateratter on the promises which may be come damaged or districted; to) keep said premises in good condition and repair, without waste, and free from mechanic's or other lieus or claims for her nor expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a hen or charge on the premises superior to the lien hereof, and upon request exhibit satisfactors evidence of the discharge of such prior lien to Trustee or to holders of the notes; (d) complete within a reasonable time any building now or at any time in process of erection upon said premises, tel comply with all requirements of law or maincipal ordinances with respect to the premises and the use therof; (f) retrain from making material alterations in said premises except as required by law or manucipal ordinance; (e) pay before any penalty attaches all general faves, and pay special faves, 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 dupli-ate receipts therefor; (h) pay in full under protest, in the manner provided by stature, any tax or assessment, which have Party may deare to contest; (i) keep all buildings and improvements now or hereafter stuated on said premises insured against loss or damage by fire, lightning or windstorm tand thood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the sort of replacing or repairing the same or to pay in full the indebt does secured hereby, all in companies satisfactory to the holders of the note, under morrange clause to be attached to each policy; and to deliver if policies,

92155519

Ш	MAIL	TO:

Mr. Sol Appelbaum 4711 West Armitage Chicago, IL 60639

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

3654-58 W MONTHUSE

C410000,10 60606

JPLACE IN RECORDER'S OFFICE BOX NUMBER

policies not less than ten days prior to the response dates of expiration, there is the holders of the rote mal, but need not, make any payment of perform any act hereinhefore set forth in any form and manner deemed experient, and may, our new not, make rull or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lies or other prior her on title or claim therein, or redeem from any tax sale or forfielding said premises or contest any tax or assessment. All moneys paid for any of the purposes bettern authorized and affecting paid in incurred in connection therewith, including attorneys less, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereat, plus reasonable compensation to Trustee for each matter concerning which as forther nather rest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, it and, either whether prematurity case set forth therein, linguished or holders of the note shall never be considered as a waiver of any right accruming to them on account of any of the provisions of this paragraph. paragraph.

2. The Trustee or the holders of note hereby secured making any payment hereby authorized relating to layer or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the acuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or fille or claim thereof.

3. At the option of the holders of the note and without notice to I hist Party, its successors or assens, all unpaid indebtedness scorred 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 detailt in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or issigns 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 it any time after the consistency of said three days given. 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 of 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, appraise's fees, outlays for documentary and expert evidence, stemptiaphers' 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, title policies. Forces 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 evidence to bidders at any sale which may be had purisuant 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 so much additional indebtedness secured hereby and immediately due and payable with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premisurity rate set forth mentions in this paragraph mentioned by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or a productions in the commenced; or to) preparation for the commencement of any threatened suit or proceeding which might affect the premises or the security hade commenced; or to) prepar tempered in tell programs for the decise in any invarience with a proceeding which impartance in the following order of the control of all costs and expenses incident to the forecostings, including all such items as are mentioned in the proceeding paragraph hereous all other temps which under the terms serior constitute secured indebtedness additional to that evidenced by the noise, with interest thereous as herein provided, third, all principal and interest ignaring unpaid on the noise; tourth, any overplus to I ust Party, us legal representatives or assigns, as their tubes may appear.

6. Upon, or at any time after U c I ling of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver or said premises. Such appointment may be maily either before or after saie, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the perion, a persons, if any, lable 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 in cupied as a homestead or not and the Frustee hereinder may be appointed as such receiver. Such receiver shall have power to collect the reals, issues and profits of said premises during the pendency of such foreclosure sait and, it case of a sale and a deficiency, during the full statutory period of redemption, whether there he redemption of not, as well as during any further times when I may at the successory or are usual in such case to the profession, 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 call the hereof or of such decree, provided such application is not ade prior to foreclosure sale, (b) the deficiency in case of a sale and dericiency.

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 to that purpose. purpose.

8. Trustee has no duty to examine the title, location, existence of condition of the premises, of to inquire into the validity of the signatures or the indentity, capacity, or authority of the signatures on the note of trust deed, nor shall Trustee be obligated to record this trust deed of to exercise any power herein given unless expressly obligated by the terms here, not be hable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Fray ee, and it may require indemnities satisfactory to it before exercising any power 9. Thistee shall release this trust deed and the left thereof by prop 1 ms rument 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 to and at the request of any petson who shall, either before or after maturity thereof, produce and exhibit to Trustee the no.c., expresenting that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release it rejuested of a successor trustee, such successor trustee may accept as the remained not herein described any note which bears an identification number paid of a successor trustee, such successor trustee may accept as the remained note herein described any note which bears an identification number part or pixel its identification number on the note described herein, at may be presented and which purports to be executed by the persons herein described any note which may be presented and which is indentification number on the note described herein, at may be presented and which purports to be executed by the persons herein described any may be presented and which is indentification number on the note described herein, at may be presented and which in ubstance with the description herein contained of the note and which purports to be executed by the persons herein described as makers there it.

10. Trustee may resum by instrument in writing filed in the other of the Recorder of Bristrat of Titles in which this instrument shall have been stuated shall be Successor in Trust, Any Successor in Trust to it of Trustee, the identification none than one note is used.

11. The word "mode" when used in this instrumently shall be construed to mean "notes" when more than one note is used.

12. Retore releasing this trust deed, Trustee or successor shall be centified to mean "notes" when note than one note is used.

13. Retore releasing this trust deed, Trustees or successor shall be centified to make a process THIS TRUST DITD is executed by the Cricago Title and Trust Company, not personally but as Trustee a aloresaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee tand said Chicago Title and Trust Company, hereby contains that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in act hore contained shall be construed as creating any hability on the said Lirst Parry or on said Chicago Title and Trust Company personally to pay the said by any interest that may accribe thereon, or any indebtedness accriming hereunder, or it is perform any coverant either express or implied herein court incolude such hability, if any is being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereinder, and trust Six as the Lirst Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder of holders all such as a confidence of the properties hereby conveyed for the payment thereof, by the article event of the lien hereby Conveyed for the payment thereof, by the article event of the lien hereby. It is also the properties and trust Company, not personally but as Trustee as aloresaid, has caused these pressure to be seened by its Aksitiant Vice-President, and its corporate scal to be hereunto affixed and affected by its Assistant Secretary, the day and year 11st above written. CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally. T ASSISTANT VICE PRESIDENT ASSISTANT SECRETARY Corporate Scal I. the undersigned, a 'Notary Public in and for the County and State aforesaid, DO HEREBY CERTIES, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO THEE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose manes subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary tespectively, appeared notice me this day in person and asknowledged that they signed and delivered the "OFFICIAL SEATHER uses and purposes therein set forth; and the said Assistant Secretary then and there asknowledged that Lyrida S. Barright Assistant Secretary, as custodian of the corporate scal of said Company, caused the corporate scal of Modary Public, State of minosemplay to be affixed to said instrument as said Assistant Secretary's own free and voluntary act may commission Expires 47.2704 in the cand voluntary act of said Company for the uses and purposes therein set torth.

Date STATE OF ILLINOIS COUNTY OF COOK Given under my band and Notarial Scal Notary Public IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND The Instalment Note mentioned in the within Prust Deed has been ident field herewith under identification N LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTFE CHICAGO TITLE & TIVET NAMED HEREIN BEFORE THE TRUST DEED IS TILED FOR Contribute RECORD. ASST. SECRETARY

UNOFFICIAL, COPY,

RIDER TO TRUST DEED

THIS RIDER TO TRUST DEED dated February 28, 1992, by and between CHICAGO TITLE AND TRUST COMPANY, as Trustee, under Trust Agreement dated March 31, 1976 and known as Trust number 10-67621, ("Mortgagor") and CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation, (Trustee)

In the event of any inconsistencies between this Rider and the printed portion of the Trust Deed, then the provisions of this Rider shall prevail.

- 1. If the mortgagor herein shall sell, convey, or alienate or further encumber said property, or any part thereof, or any interest therein, mortgage shall have the option and may elect to declare the entire principal indebtedness hereby secured with all accrued interest thereon immediately and due and payable.
- 2. Mortgagors may make prepayments on the subject deed without penalty, however, said prepayments must be in the minimum amount of FIVE THOUSAND DOLLARS (\$5,000.00) per payment.

CHICAGO TITLE AND TRUST COMPANY, As Aforesaid And Not Personally,

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the waitanties, a deputites representation-covenants, undertakings and agreements herein made on the part of the frustee while in form purporting to be the waitanties, indemnities, representations, covenants, took takings and agreements by the frustee of for the purpose of with the intention of binding said Trustee personally but are made and intended for the purpose of unding only that portion of the frust property specifically described better and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power, conferred upon it as such Trustee, and that no personal liability or personal exponsibility is assumed by not shall at any time be asserted or enforceable against the Chicago Trib and Trust Company; on account of this instrument or on as count of any warrants, indemnity, representation, coverant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal hability. It any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trist Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seat to be hereunto affixed and anested by its Assistant Secretary, the day and year first above written

CHICAGO EFFLE AND TRUST COMPANY, As Trustee as aloresaid and not personally.

ASSISTANT VICE PRESIDENT

ASSISTANT SECRETARY

Corporate Seat

92155015