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TRUST DEED

This document prepared by:
Doreen A. Zuroske
Republic Bank of Chicago
6501 S. Pulaski, Chicago

82377521

CEPTELL RECORDINGS \$25.00
189529 ERIN 0102 9629152 10-4-92
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1990 COUNTY RECORDER

THE ABOVE SPACE FOR RECORDER USE ONLY

THIS INDENTURE, Made this 1st day of April, 1992, between Marquette National Bank, a National Banking Association, 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 April 1, 1992, and known as trust number 6203, herein referred to as "First Party," and Republic Bank of Chicago, 6501 S. Pulaski Rd., Chicago, Illinois 60629, an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of TWO HUNDRED FIFTY-SEVEN THOUSAND AND NO/100 (\$257,000.00)--- Dollars,

made payable to **BEARER**, Republic Bank of Chicago, 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 as follows:

Fifty-Nine (59) monthly consecutive principal installments of \$1,700.00 each plus interest, beginning May 1, 1992, and continuing on the same date of each month thereafter, and a final installment of the aggregate unpaid principal balance and interest on April 1, 1997, (called "Maturity Date") with interest at the per annum rate of TWO percent (2.0%) in excess of the Prime Rate (defined below) payable monthly on the aggregate principal balance remaining from time to time unpaid. Interest after Default (defined below) of maturity, whether by acceleration or otherwise, on the aggregate principal balance remaining from time to time unpaid shall be at the per annum rate of FOUR percent (4.0%) in excess of the Prime Rate (defined below).

"Prime Rate" means the rate of interest announced or established from time to time by the Bank as its prime rate which is not necessarily the lowest interest rate offered from time to time by the Bank to any of its customers. The Prime Rate will fluctuate hereunder from time to time and the effective date of any change in the Prime Rate shall be the day of such change as announced or established by the Bank with or without notice to anyone. Interest on this Note shall be computed upon a 360-day year for the actual number of days elapsed. Interest shall continue to accrue when payments received are not collected funds and until such funds are collected. If payment becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Illinois, the due date shall be extended to the next business day. Any prepayment on the outstanding principal balance on this Note, at the option of the Bank, may be applied to the installments hereunder in the inverse order of their maturities.

(with interest on the principal balance

:from time to time capitalized at the rate of one percent per month payable by

All such payments or account of the indebtedness evidenced by such note to be first applied to interest on the unpaid principal balance and the remainder to principal only, but that the principal of such indebtedness paid when due shall bear interest charged on the amount so paid 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 the absence of such appointment, then at the office of Republic Bank of Chicago, 6501 S. Pulaski Rd., Chicago, Illinois 60629, in said City.

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 Thousand Six Hundred Sixty Dollars (\$1,666.00) paid the receipt whereof is hereby acknowledged, done by these presents grant, release, alien and convey unto the Trustee its executors and assigns the following described Real Estate situate lying and being in the COUNTY OF Cook

AND STATE OF ILLINOIS to wit

Lots 25 and 26 in Block 12 in Township No. 1, Section 18, 6th and 33rd Street Industrial District, in the West Half (½) of the Northwest Quarter (NW) of Section 18, Township 18 North, Range 13, Part of the Third Principal Meridian, in Cook County, Illinois.

P/L/N: 19-18-406-023 and 024

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

TOGETHER with all improvements, implements, 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 in parity with said real estate and not secondary), 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, indoor 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 UNDERTAKEN AND AGREED THAT:

- (1) Upon the indebtedness evidenced by such note being fully paid, and in case of the failure of First Party to make payment or assign to (1) promptly repair, restore or put in an ordinary and merchantable condition, or otherwise on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste and free from mechanical or other kinds of items for personal property calculated to be of little value; (3) pay when due any rents, taxes, which may be incurred by a lessee or charge on the premises assigned to the lessee hereunder, upon request, sufficient satisfactory evidence of the discharge of such rents, taxes, which may be incurred by the 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 (6) on their own, (6) refrain from making material alterations to 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 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 monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies 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	Rep'd by Doreen A. Zuroske
D	Address: 6501 S. Pulaski Rd.
E	STREET 6501 S. Pulaski Road
L	CITY Chicago, Illinois 60629
I	
V	
E	
R	
Y	
INSTRUCTIONS	
RECORDER'S OFFICE BOX NUMBER _____	

FOR RECORDING INDEX PURPOSES
INSERT RECORDED ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

6009 S. Dak Park Ave.
Chicago, Illinois 60638

RECORDED APRIL 1, 1992
1990 COUNTY RECORDER

59-18-406-024

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RIDER ATTACHED TO TRUST DEED

15. If all or any part of the premises or an interest therein is sold or transferred, the Trustee or the Holder of the Note may declare all the sums secured by this trust deed to be immediately due and payable, in which event a notice of such acceleration shall be mailed to the Mortgagors. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period, the Trustee or the Holder of the Note may without further notice or demand on Mortgagors invoke any of the applicable remedies permitted under this trust deed.

16. Subject to applicable law or to a written waiver by the Trustee or the Holder of the Note, the Mortgagors shall pay to Trustee on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this deed, payable as reasonably estimated initially and from time to time by Trustee on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including the Holder of the Note if it is such an institution). Trustee shall apply the Funds to pay said taxes and assessments. Trustee may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Trustee pays Mortgagors interest on the Funds and applicable law permits Trustee to make such a charge. Trustee shall not be required to pay Mortgagors any interest or earnings on the Funds unless otherwise required by law. Trustee shall give to Mortgagors, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this trust deed. If the amount of the Funds held by Trustee, together with the future monthly installments of Funds payable prior to the due dates of taxes and assessments, shall exceed the amount required to pay said taxes and assessments as they fall due, such excess shall be credited to Borrower on subsequent monthly installments of Funds. If the amount of the Funds held by Trustee shall not be sufficient to pay taxes and assessments as they fall due, Mortgagors shall pay to Trustee any amount necessary to make up the deficiency within 30 days from the date notice is mailed to Mortgagors requesting payment thereof. Upon payment in full of all sums secured by this trust deed, Trustee shall promptly refund to Mortgagors any funds held by Trustee.

17. All awards or payments heretofore or hereafter made by any public or quasi-public authority to Mortgagors relating to the premises by virtue of an exercise of the right of eminent domain (or from a sale made by negotiation in lieu of legal proceedings) by such authority (including any award or payment for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the premises) are hereby assigned to the Trustee. Trustee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or payment from the authorities making the same and to give proper receipts and acquittances therefor, and may, at Trustee's election, use such proceeds in any one or more of the following ways: (i) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured; (ii) use the same or any part thereof to fulfill any of the covenants contained herein as the Trustee may determine; (iii) use the same or any part thereof to replace or restore the premises to a condition satisfactory to the Trustee; or (iv) release the same to Mortgagors. The Mortgagors, upon request by the Trustee, shall make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards or payments to the Trustee free, clear and discharged of any and all encumbrances of any kind or nature.

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whatsoever. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the premises by any public or quasi-public authority, Mortgagors shall continue to pay interest on the entire principal sum secured hereunder until any such award or payment shall have been actually received by the Trustee, and any reduction in the principal sum resulting from the application by the Trustee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by the Trustee of such award or payment, the premises shall have been sold on foreclosure of this trust deed, the Trustee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this trust deed shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs and disbursements incurred by Trustee in connection with the collection of such award or payment.

18. Mortgagors will not assign the whole or any part of the rents, income or profits arising from operation of the premises without the written consent of the Trustee, and any assignment thereof without such consent shall be null and void. Upon notice and demand, Mortgagors shall transfer and assign to the Trustee or the Holder of the Note, in form satisfactory to the Trustee, the lessor's interest in any lease now or hereafter affecting the whole or any part of the premises.

19. In the event of the passage, after the date of this trust deed, of any law deducting from the value of land for the purpose of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages or trust deeds for State or local purposes or the manner of collection of such tax so as to make it obligatory upon the Trustee to pay such tax, or if any such tax is imposed under any existing law, then the whole of the principal sum secured hereby, together with accrued interest thereon shall, at the option of the Trustee or the Holder of the Note, after 30 days written notice to the Mortgagors, become due and payable, and the said Trustee shall have the right to foreclose immediately this trust deed, unless said Mortgagors shall pay such tax or charge forthwith upon demand; provided, however, that should the payment of such tax or charge result in usury, then only such portion of such tax or charge shall be paid by the Mortgagors as will not amount to an exaction of interest in excess of the highest rate permitted by law.

20. If this trust deed is on a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagors and recorded together with this trust deed, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this trust deed as if the rider were a part hereof.

21. All rights and remedies given to the Trustee and the Holder of the Note by the covenants, undertakings and provisions of this trust deed, are deemed to be cumulative and not in any way in derogation to the rights of the Trustee or the Holder of the Note under the laws of the State of Illinois, and the invalidity of any one or more covenants, phrases, sentences, clauses or paragraphs of this trust deed shall not affect the remaining portions of this indenture, or any part hereof; and the failure on the part of the Trustee or the Holder of the Note to exercise any option or privilege granted under the Note or trust deed shall not be deemed a waiver of such option or privilege nor estop the Trustee or the Holder of the Note from at any time in the future exercising such option or privilege.

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WAIVER OF RIGHT OF REDEMPTION

22. In the event of the commencement of judicial proceedings to foreclose this trust deed, Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed on behalf of Mortgagor and every person it may legally bind acquiring any interest in or title to the premises after the date of the execution of this trust deed; and Mortgagor, for itself, its successors and assigns, and for all that it may legally bind who acquire any interest in or title to the premises subsequent to the date hereof, agrees that when sale is had under any decree of foreclosure of this trust deed, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to the purchaser at such sale a deed conveying the premises, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

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