

# UNOFFICIAL COPY

## OWNERSHIP REPORT

### MID AMERICA TITLE COMPANY

33 N. DEARBORN SUITE 501  
CHICAGO, ILLINOIS 60602  
312/853-1191

LAW OFFICE OF LAWRENCE FRIEDMAN  
19 SOUTH LASALLE STREET, 10TH FL  
CHICAGO, IL 60603

FILE NUMBER: 323988

EFFECTIVE DATE: MAY 20, 1993

DEAR MR OR MS. :

IN ANSWER TO YOUR REQUEST, WE GIVE YOU THE FOLLOWING INFORMATION:

1. THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

LOT 3 IN BLOCK 302, THE OAKS UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19 801 129, IN COOK COUNTY, ILLINOIS.

P. I. N 06 26 306 003

2. THE LAST DEED(S) OF RECORD FOR THE ABOVE PROPERTY:

93516217

GRANTOR(S) : PAUL R. ZWIK  
GRANTEE : PAUL RAMIREZ  
DATED : 1/29/88  
TYPE OF DEED: WARRANTY DEED  
RECORDED : 2/1/88  
DOCUMENT : 88 046 649

GRANTOR(S) : PAUL RAMIREZ  
GRANTEE : MARK W. NILSON AND VALERIE NILSON, HIS WIFE,  
AS TENANTS IN COMMON  
DATED : 3/1/89  
TYPE OF DEED: WARRANTY DEED  
RECORDED : 7/6/89  
DOCUMENT : 89 307 658  
NOTE : GRANTOR'S MARITAL STATUS WAS OMITTED

THE CURRENT ASSESSEE IS: RAMIREZ.

# UNOFFICIAL COPY

4 0 3 1 1 1

THE COMPANY'S LIABILITY IS LIMITED TO THE PARTY ORDERING THIS REPORT UP TO A MAXIMUM OF \$50,000.00 FOR A DIRECT MONETARY LOSS WHICH IS THE PROXIMATE RESULT OF THE COMPANY'S ERROR OR OMISSION IN REPORTING ON THE STATUS OF TITLE AND/OR LIENS, PROVIDED THE COMPANY IS GIVEN PROMPT WRITTEN NOTICE OF THE ERROR OR OMISSION. THIS IS NOT A POLICY OF TITLE INSURANCE.

SINCERELY,



MID AMERICA TITLE COMPANY

Property of Cook County Clerk's Office

93 JUL -5 AM 9:53

11 11 93

93516217

# UNOFFICIAL COPY

02516218

~~93516218~~

## TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 29<sup>th</sup> 1993, between American National Bank and Trust Company of Chicago, 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 Company in pursuance of a Trust Agreement dated June 21, 1993 and known as trust number 117124-03, herein referred to as "First Party," and Alexander J. Harris of 1968 N. Milwaukee Ave., Chicago, Illinois

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 Three Hundred Eighty Five Thousand Nine Hundred Seventy Two and 00/1000 (\$385,972.00)

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 July 1, 1993 on the balance of principal remaining from time to time unpaid at the rate of 8.0 per cent per annum in instalments as follows: Seven Thousand and Fourteen & 00/100 (\$7,014.00)

Dollars on the 1st day of August 1993 and Seven Thousand and Fourteen (7,014.00)

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 June 1999. 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 on each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook 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 Alexander J. Harris, at 1968 North Milwaukee 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 Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, assign 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:

LOT 6 AND 7 OF THE SOUTH EASTERLY HALF OF LOT 5 IN THE SUBDIVISION OF BLOCK 1 IN JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTH QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PTN: 13-36-404-025

ADDRESS COMMONLY KNOWN AS: 1968-76 North Milwaukee Ave. Chicago, Illinois

93516218

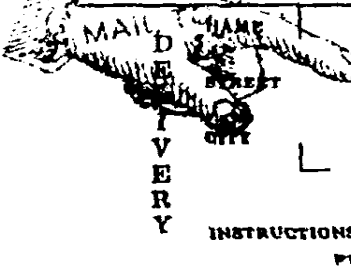
DEPT-01 \$23.50  
T2444 TRAN 2114 07/06/93 15:39:00  
924359 \*93-516218  
COOK COUNTY RECORDER

THIS DOCUMENT PREPARED BY:

Edwin R. Niemira  
Edwin R. Niemira P.C.  
1110 North Ashland Ave.  
Chicago, IL 60622  
(312) 276-1322

which, with the property hereinafter described, is referred to herein as the "premises."  
TOGETHER with all improvements, easements, encumbrances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof 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 aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to (1) promptly repair, restore 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 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 ordinance 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 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness covered hereby; (10) advise, upon request satisfactory to the holders of the note, under insurance policies covering, to cause of loss or damage, to Trustee for the benefit of the



EDWIN R. NIEMIRA  
1110 North Ashland Ave.  
Chicago, IL 60622  
OR  
OFFICE BOX NUMBER

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

2350  
BANK

# 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 dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior circumstances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or judgment herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 10 per cent per annum. Inaction 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 holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from 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 thereon.

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 installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns 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 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 an 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosing all such abstracts of title, title searches and examinations, guarantee policies, Taxing certificates and similar data and assistance 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 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 so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven 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 this 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 the lien hereof, 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 incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; 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 surplus 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 insolvency or insolvency 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 homestead 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times 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 which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period, and from time to time to cause the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by 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 decree, provided such application is 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien hereof by proper instrument 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 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 or 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 Registrar 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 or Registrar of Titles of the county in which the premises are situated shall be Successor in Trust hereunder and 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. Mortgagor represents and agrees that the proceeds of the note will be used for business purposes and that Note and this Mortgage are exempt from limitations upon interest, pursuant to the terms of the of the Illinois Revised Statutes, Chapter 17, Paragraph 6404.

12. If Mortgagor shall transfer, convey, alienate, pledge, hypothecate or mortgage the Mortgaged Premises or any part thereof, or any beneficiary or Mortgagor shall transfer, convey, alienate, pledge or hypothecate his beneficial interest or shall alter in any way the Trust Agreement under which Mortgagor holds title, or shall sell, transfer or assign the shares of stock or any corporate owner of the Mortgaged Premises or of any corporation which is the beneficiary of the Mortgagor Mortgage, at its option, may accelerate the maturity of the Note and declare it to be due and payable forthwith.

13. For so long as this Trust Deed remains unreleased, Alexander J. Harris shall have the right to possession of the great basement area of 1970 N. Milwaukee Ave., (the same area that is now occupied by Alexander J. Harris) and free access thereto, without any charges or rent payable.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressly implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the First holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, to 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 guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these 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.



By [Signature] 33516215  
 VICE PRESIDENT  
 Attest: [Signature]  
 ASSISTANT SECRETARY

STATE OF ILLINOIS, } ss.  
 COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 act and as the free and voluntary act of said National Banking Association, as Trustee, for the use and purpose therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as witness of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the use and purpose therein set forth.

Given under my hand and Notarial Seal

[Signature]  
 Notary Public

JUL 01 1993  
 Date

**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 installment Note mentioned in the within Trust Deed has been identified herewith under identification No. \_\_\_\_\_  
 Trustee