

468194 NLS 209 EB  
5/202 SM 5/6/897

This Indenture, made July 12th, 19 93, between  
FIRST BANK OF OAK PARK, SUCCESSOR TO  
Oak Park National Bank, a National Banking Association, Oak Park, Illinois, 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 February 6, 1961 and known as trust number 5195

herein referred to as "First Party," and DEVON BANK, AN ILLINOIS BANKING CORPORATION

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 \_\_\_\_\_

NINETY NINE THOUSAND AND NO/100'S (\$99,000.00) DOLLARS,

made payable to ~~DEBTER~~ DEVON BANK 93598670 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 date of disbursement \_\_\_\_\_ on the balance of principal remaining from time to time unpaid at the rate

PLUS ONE AND ONE HALF (1-1/2%) PERCENTAGE POINTS  
of PRIME / per cent per annum ~~as follows~~ DOLLARS  
in excess of the PRIME RATE AS ANNOUNCED AND ESTABLISHED FROM TIME TO TIME BY FINANCIAL NATIONAL BANK OF CHICAGO IN  
INSTALLMENTS OF INTEREST ONLY ON THE UNPAID PRINCIPAL BALANCE OUTSTANDING FROM TIME TO TIME COMMENCING ON THE  
12th DAY OF AUGUST, 1993  
ON the 12th 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  
12th day of July 19 98 . All such payments on account of the indebtedness evi-

denced by said note to be first applied to interest on the unpaid principal balance and the remainder to prin-  
cipal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of  
Five/ ~~percent~~ per annum, and all of said principal and interest being made payable at such banking house  
Percentage points (5.0%) in excess of aforesaid PRIME RATE

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  
DEVON BANK, 6445 North Western Avenue - Chicago, IL. 60645 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 considera-  
tion of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents  
grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described  
Real Estate situate, lying and being in the City of Chicago COUNTY OF

Cook AND STATE OF ILLINOIS, to-wit:  
Lot 20 and the South 27 feet of Lot 17 and Lot 21 (except the South 26 feet 10 inches thereof) together with the  
West Half of the vacated alley, lying East of and adjacent to said Lots, in Block 27 in Irving Park in the South-  
east Quarter of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County  
Illinois.

commonly known as: 4007-15 North Lowell, Chicago, IL.  
Permanent Index #: 13-15-419-013-0000 Volume 339

THIS IS A SECOND MORTGAGE

THIS INSTRUMENT PREPARED BY AND TO BE MAILED TO:  
Mrs. Sue Moss  
DEBTER BANK  
6445 North Western Avenue  
Chicago, IL. 60645

PLEASE REFER TO ATTACHED RIDER, AND MADE PART HEREOF,  
TO THIS INSTRUMENT



3350

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong-  
ing, 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, inador 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.

93598670

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Box \_\_\_\_\_

# TRUST DEED

FIRST BANK OF OAK PARK, SUCCESSOR TO  
OAK PARK NATIONAL BANK

as Trustee

To \_\_\_\_\_

Trustee

WAS to:

One MOSES  
LENN BAW  
6445 N. Western Avenue  
Chicago, Ill. 60645

OAK PARK NATIONAL BANK

11 Madison Street  
Oak Park, Illinois

Form 516 (CAJ)

CAJ 3

The Instrument No mentioned in the within  
Trust Deed has been identified herewith under  
Identification No. \_\_\_\_\_

Trustee.

**I M P O R T A N T**  
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.

**OFFICIAL SEAL**  
JUDITH ELLEN LEWIS  
Notary Public, State of Illinois  
My Commission Expires 8-13-94

Notary Public.

*Judith Ellen Lewis*

A. D. 19 93

July

GIVEN under my hand and notarial seal, this 16th

day of \_\_\_\_\_  
of said Bank, who are 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Frank J. Prucha, III  
Assistant Secretary  
Vice-President of the OAK PARK NATIONAL BANK, Oak Park, Illinois, and \_\_\_\_\_  
Fredric W. Meek  
TRIF, that \_\_\_\_\_  
FIRST BANK OF OAK PARK, SUCCESSOR TO  
OAK PARK NATIONAL BANK, Oak Park, Illinois, and \_\_\_\_\_

I, the undersigned \_\_\_\_\_ a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_

STATE OF ILLINOIS  
COUNTY OF COOK

029865566

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without notice, without regard to the solvency 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 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 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. 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 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 thereof 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 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.

PLEASE REFER TO ATTACHED PAPER WHICH IS MADE A PART HEREOF.....

FIRST BANK OF OAK PARK, SUCCESSOR TO

THIS TRUST DEED is executed by the Oak Park National 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 said Oak Park National Bank, hereby warrants that it possesses full power and authority to execute this instrument), 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 Oak Park National Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or 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 Oak Park National 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 conveyed 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 guarantor, if any.

IN WITNESS WHEREOF, OAK PARK NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

FIRST BANK OF OAK PARK, SUCCESSOR TO  
OAK PARK NATIONAL BANK  
As Trustee as aforesaid and not personally,

By [Signature] Vice-President

ATTEST [Signature] Assistant Secretary

93596679



TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein 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 improvements 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 mechanics' 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 under construction or 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 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 a 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 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 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 hereunder 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim in, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee to 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 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. Action 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 hereof.

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, the 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 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, 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 procuring all such abstracts of title, title searches and examinations, guarantee policies, liens 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 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 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 terms hereof constituted secured in the preceding paragraph hereof; second, all other items which under the 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 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.

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RIDER ATTACHED TO AND MADE A PART THEREOF A CERTAIN TRUST DEED BEARING THE DATE OF JULY 12, 1993 BY AND BETWEEN FIRST BANK OF OAK PARK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 6, 1961 AND KNOWN AS TRUST #5195 \*A N D\* DEVON BANK, AN ILLINOIS BANKING CORPORATION. WHEREAS:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of FIRST PARTY, its successors and assigns, if required by the Holders of the Note, to carry liability, steam boiler, rental, riot, and civil commotion, plate glass, and such other insurance including war damage insurance and flood hazard insurance if available, in such amounts as are reasonably satisfactory to the holders of the Note but in no instance less than the amount of the principal balance of the loan outstanding; to keep all building and fixtures that may be on the said premises at any time during the continuance of said indebtedness insured against loss or damage by fire with an extended coverage endorsement for the full insurable value of said buildings and fixtures in responsible insurance companies to be approved by the holders of the Note; to make all sums recoverable upon such policies payable to the holders of the Note by the usual mortgage or trustee clause to be attached to such policies; to deposit such policies with the holders of the Note; that such policies shall be non-cancelable without the prior written consent of the holders of the Note; or to deposit with the holders of the Note any renewal policies not less than ten (10) days before the expiration date of the prior policy being renewed or replaced.
2. FIRST PARTY waives any and all rights of redemption from sale under and order or decree of foreclosure of this Trust Deed, on behalf of the FIRST PARTY as mortgagor or grantor, the trust estate, and all persons beneficially interested therein, and each and every person except decree or judgment creditors of FIRST PARTY as Trustee in its representative capacity, and of the trust estate, acquiring any interest in or title to the mortgaged premises subsequent to the date of this TRUST DEED.
3. The NOTE secured by this trust deed is subject to prepayment in accordance with the terms thereof.
4. FIRST PARTY represents and agrees that the proceeds of the NOTE secured by this Trust Deed will be used for the purposes specified in Paragraph 4(c) of Chapter 74 of the Illinois Revised Statutes (as the same exist on the date hereof) and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.
5. FIRST PARTY does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the FIRST PARTY without the advance written consent of the mortgagee or its assigns the mortgagee, or its assigns may in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable.
6. In the event of the passage, after the date of this TRUST DEED, of any law of the State of Illinois deducting from the value of the land for the purposes of taxation, any lien thereon or changing in any way the laws now in force for the collection of such tax so as to make it obligatory upon the holder of the Note secured hereby to pay such tax, or if any such tax is imposed under any existing law, then the Mortgagor covenants and agrees on demand of the holder of the NOTE secured hereby to pay a sum equal to such tax to said holder.
7. Whenever any of the parties hereto are referred to, such reference, shall be deemed to include the successors and assigns of such party.
8. The property will not be further encumbered and the entire balance owing shall become due and payable immediately upon the sale or conveyance of the real estate security for this loan.

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PAGE TWO

RIDER ATTACHED TO AND MADE A PART THEREOF A CERTAIN TRUST DEED BEARING THE DATE OF JULY 12, 1993 BY AND BETWEEN FIRST BANK OF OAK PARK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 6, 1961 AND KNOWN AS TRUST NUMBER 5195 \* A N D \* DEVON BANK, AN ILLINOIS BANKING CORPORATION

9. Wherever the word, "MORTGAGOR" is used herein, it shall mean "FIRST PARTY" and wherever the word "MORTGAGEE" is used herein, it shall mean "HOLDER OF THE NOTE".
10. It is further covenanted and agreed that the makers, endorsers, sureties and guarantors and all other persons who may become liable for the payment of the NOTE secured hereby severally waive demand, presentment, protest, notice of non-payment, notice of protest, and any and all lack of diligence or delays in collection which may occur; and hereby consent to any extension of time of payment hereof, release of all or any part of the security for the payment hereof or release of any party liable for this obligation. Any such extension or release may be made without notice to any said parties and without discharging their liability.
11. It is further agreed that if the Premises, or any part thereof, be condemned under the power of eminent domain, or acquired for a public use, the damages awarded, the proceeds for the taking of, or the consideration for such acquisition, to the extent of the full amount of indebtedness upon this TRUST DEED and the NOTE which it is given to secure remaining unpaid are hereby assigned by the MORTGAGOR to the MORTGAGEE. The MORTGAGEE is hereby authorized, but shall not be required, on behalf and in the name of MORTGAGOR, to execute and deliver valid acquittances for, and to appeal from any such judgments or award. The MORTGAGEE may apply all such sums or any part thereof so received, after the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the MORTGAGEE elects.
12. If any action or proceeding be commenced (except a suit to foreclose the lien hereof or to collect the indebtedness secured hereby), to which action or proceeding the HOLDER of the NOTE or TRUSTEE is made a party, or in which it becomes necessary to defend or uphold the lien of this TRUST DEED, all sums paid by the HOLDER of the NOTE or TRUSTEE for the expense of any litigation to prosecute or defend the rights and liens created by this TRUST DEED, including reasonable counsel fees, shall become so much additional indebtedness secured hereby and immediately due and payable by the MORTGAGOR, with interest thereon at the rate of 15.0 above the PRIME RATE in effect at Exchange National Bank of Chicago, Illinois, per annum.
13. FIRST PARTY further agrees and covenants that it will furnish to the holder of the NOTE, within ninety (90) days after each fiscal year of the FIRST PARTY, a copy of the annual financial and income operating statements for the premises; prepared in accordance with generally accepted accounting practice and bearing the certification of an independent public accountant satisfactory to the HOLDER of the NOTE.
14. The PRIME RATE is not and shall not be considered to be the best or lowest rate that is available to any BORROWER at any time.

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LOT 20 AND THE SOUTH 27 FEET OF LOT 17 AND LOT 21 (EXCEPT THE SOUTH 26 FEET 10 INCHES THEREOF) TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY, LYING EAST OF AND ADJACENT TO SAID LOTS, IN BLOCK 27 IN IRVING PARK, IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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