

UNOFFICIAL COPY

007-940500

TRUST DEED

93809828

Handwritten initials and marks.

J1910-018

THE ABOVE SPACE FOR RECORDERS USE ONLY

J. 8 998447

THIS INDENTURE, Made SEPTEMBER 16, 19 93, between METROPOLITAN BANK & TRUST CO Illinois Corporation, not personally but as Trustees under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated JULY 14, 1992 and known as trust number 1927, herein referred to as "First Party," and LASALLE BANK LAKE VIEW

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed and delivered an installment note bearing even date herewith in the Principal Sum of

FIFTEEN THOUSAND AND 00/100\* \* \* \* \* Dollars, made payable to BEARER

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 on the balance of principal remaining from time to time unpaid at the rate of 8.00 per cent per annum in installments as follows:

THREE HUNDRED FOUR AND 12/100\* \* \* \* \* Dollars \$304.12 on the 16TH day of OCTOBER 1993 and THREE HUNDRED FOUR AND 12/100\* \* \* \* \* Dollars \$304.12 on the 16TH day of each AND EVERY MONTH FOLLOWING

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 16TH day of SEPTEMBER 19 98. 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 of each installment unless paid when due shall bear interest at the rate of per cent per annum, and all of said principal and interest being made payable at such office 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 LASALLE BANK LAKE VIEW 3201 N. ASHLAND AVE. 60657 in Chicago, 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, does by these presents grant, convey, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate premises, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE EAST 1/2 OF LOT 8 IN BLOCK 4 IN HIELD AND MARTIN'S ADDISON AVENUE SUBDIVISION OF THE NORTH 1/3 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Handwritten number 27.

P.I.N. 13-21-403-072-0000

COOK COUNTY ILLINOIS

1993 OCT -8 AM 9:35

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which, with the property hereinafter described, is referred to herein as the "premises," 4861 W. EDDY CHICAGO, ILLINOIS 60641 TOGETHER with all improvements, tenements, conveniences, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for as long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily also on a party with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply and use 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, interior beds, awnings, screens 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 covenants 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 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 the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinances; (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 become liable to collect; (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 company of money sufficient other to pay the cost of rebuilding or repairing the same or to pay in full the indebtedness covered 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

D NAME LASALLE BANK LAKE VIEW
E STREET 3201 N. ASHLAND AVE.
L CITY CHICAGO, ILLINOIS 60657
I
V
E
R
Y INSTRUCTIONS OR

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

4861 W. EDDY

CHICAGO, ILLINOIS 60641

RECORDER'S OFFICE BOX NUMBER 146

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holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each note, and to deliver all notices, including additional and renewal notices to holders of the note, and in case of insurance about to expire, to deliver renewal policies and less than ten days prior to the respective date of expiration, then Trustee of the holders of the note may, but need not, make and pay the principal of interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or return from any tax sale or forfeiture affecting said premises or collect any tax or assessment. All moneys paid for any of the foregoing herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the aforesaid 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 independent indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of per cent per annum. In case of Trustee or holders of the note shall serve as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

METROPOLITAN BANK & TRUST CO.
THIS TRUST DEED is executed by the... not personally but as Trustee as aforesaid, has read and knows the contents to be signed by his Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first so written.

METROPOLITAN BANK & TRUST CO. As Trustee as aforesaid and not personally.
By METROPOLITAN BANK & TRUST CO. VICE-PRESIDENT
Attest DOCUMENTS EXECUTED BY ATTACHED RIDER ASSISTANT TRUST OFFICER

STATE OF ILLINOIS } ss
COUNTY OF COOK }
I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
Vice-President of the METROPOLITAN BANK & TRUST CO.
Assistant Trust Officer 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 Trust Officer, 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 use and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use and purposes therein set forth.

Given under my hand and Notarial Seal this... day of... 19...
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
According to Identification No.
Trustee

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RIDER ATTACHED TO TRUST DEED DATED SEPTEMBER 16, 1993 from  
METROPOLITAN BANK & TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED  
JULY 14, 1992, AND KNOWN AS TRUST NUMBER 1927

TO: LASALLE BANK LAKE VIEW

In the event that the Mortgagor shall convey title to or otherwise suffer or permit its equity of redemption in the property described in this mortgage to become vested in any person or persons other than the Mortgagor or a successor trustee under the Trust Agreement as Trustee of which Mortgagor has executed this mortgage, or in the event that the present owner or owners of all or any part of the beneficial interest under the hereinabove described Trust Agreement, as Trustee of which Mortgagor has executed this mortgage, shall cause or permit any conveyance of all or any part of their interest under the Trust Agreement, or cause or permit said interest, to become vested in any manner or proportion different from that existing on the date of this mortgage (except when the difference in such manner or proportion results solely from a bequest or operation of law upon the death of any such owner who is an individual) then in either such event, Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Mortgagee of any mortgage payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagee of its rights to require or enforce performance of this provision or to exercise the remedies hereunder. For the purposes of this provision, the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a governmental or political subdivision thereof or any one or more or combination of the foregoing. Whenever the Mortgagee shall elect to declare all sums secured hereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgagor and to the Mortgagor's successors in title not less than thirty (30) days prior to the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successors in title as recorded upon the books of the Mortgagee, but if no such address be so recorded then to the address of the mortgaged property.

Where the term "mortgagee" has been used in the above paragraph, it shall be construed to mean the Holder of the Note.

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Rider attached to Trust Deed (LaSalle Bank Lake View - \$15,000.00)

Dated: 9/16/93 (Loan #J1910-018)

This instrument is executed by **METROPOLITAN BANK AND TRUST COMPANY** not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said **METROPOLITAN BANK AND TRUST COMPANY** in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said **METROPOLITAN BANK AND TRUST COMPANY**, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part or all of the property or funds at any time subject to said Trust Agreement.

**METROPOLITAN BANK AND TRUST COMPANY**  
not individually, but as Trustee  
under Trust No. 1927

By Abraham Kritzer

Abraham Kritzer, Sr. Vice President

WITEST:

Cheryl Brueckmann  
Cheryl Brueckmann, Assistant ~~Secretary~~ Trust Officer

STATE OF ILLINOIS )  
                                  ) SS:  
COUNTY OF COOK        )

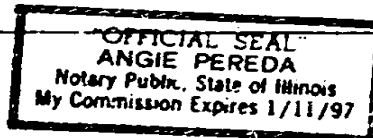
I, Angie Pereda

a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Abraham Kritzer, Sr. V.P. of **METROPOLITAN BANK AND TRUST COMPANY**, and Cheryl Brueckmann, Assistant ~~Secretary~~ Trust Officer said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such sr.VP and Assistant ~~Secretary~~ <sup>Trust Officer</sup>, 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, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant ~~Secretary~~ <sup>Trust Officer</sup> did also then and there acknowledge that she, as custodian of the corporate seal of said banking association, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of September, 1993

Angie Pereda

My commission expires \_\_\_\_\_



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