

TRUST DEED UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDERS USE ONLY

11/12/94 15:47:17

THIS INDENTURE, Made March 1, 1994, 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 December 14, 1993, and known as trust number 117759-05, herein referred to as "First Party," and THE FIRST COMMERCIAL BANK

herein referred to as "TRUSTEE," witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an adjustable rate installment note bearing even date herewith in the Principal Sum of ONE HUNDRED FOURTY THOUSAND AND NO/100ths (\$140,000.00) - - - - -

made payable to THE FIRST COMMERCIAL BANK 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 of

as described in the Adjustable Rate Installment Note, a copy of which is attached hereto and made a part hereof as Exhibit "A".

wherein the said note is fully paid except that the final payment of principal and interest on the said note shall be due on the day of

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 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 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 THE FIRST COMMERCIAL BANK, 6945 N. Clark St., Chicago, Illinois 60626 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, 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:

LOT 21 IN BLOCK 2 IN HARTMANN'S SUBDIVISION OF BLOCK 46 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS

P.I.N.: 14-19-329-004
P.A.: 2251 W. Melrose, Chicago, Illinois 60618

DEPT-01 RECORDING \$27.50
11111 TRAM 4813 03/07/94 15:27:00
43437 2 24-214797
COOK COUNTY RECORDER

GIT

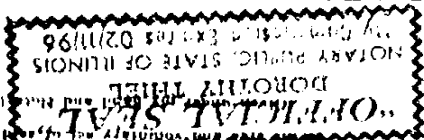
which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereto 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), sewers, window shades, storm doors and windows, floor coverings, inside 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 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 mechanical 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 receipt exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or building 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 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 compliance satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME THE FIRST COMMERCIAL BANK
6945 North Clark Street
Chicago, Illinois 60626
OR
RECORDERS OFFICE BOX NUMBER
FOR RECORDERS INDEX PURPOSES
INHERIT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
2251 West Melrose
Chicago, Illinois
2750

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... THE NOTARY PUBLIC... THE STATE OF ILLINOIS... NOTARY PUBLIC, STATE OF ILLINOIS... DOROTHY THIEL



My commission expires... Notary Public... The instrument here mentioned in the within Trust deed has been identified... herewith under Identification No...

STATE OF ILLINOIS COUNTY OF COOK 1 Dorothy Thiel



By Attest VICE PRESIDENT

American National Bank and Trust Company of Chicago, as Trustee, as Agent, and not personally.

THE WITNESSES WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee, as Agent, and as Attestee, 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.

Beneficiary of First Party does not comply with these requirements. lease and rental of the subject real estate. It shall be considered an event of default under this Trust deed if

12. Beneficiary of First Party will provide to Trustee, within 30 days of the close of each calendar year, a personal financial statement and cash flow statement reflecting the current income and expenses relating to the

11. This Trust deed and the Adjustable Rate Installment Note which it secures, will not be assumable without the Note Holder's consent. Any sale, transfer, or further encumbrance (including, but not limited to a contract sale,

8. Trustee has no duty in examining the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust deed on its own gross negligence or in bad faith.

7. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for the holder hereof or any assignee, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency;

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 and items as are mentioned in the preceding paragraph hereof; second, all

4. When the indebtedness hereof is secured by a mortgage, the holder of the note shall have the right to foreclose the mortgage in the manner provided by law, and the holder of the note shall have the right to foreclose the mortgage in the manner provided by law, and the holder of the note shall have the right to foreclose the mortgage in the manner provided by law,

3. At the option of the holder of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, immediately in the event of the failure of First Party or its successors or assigns, be immediately due and payable (a) immediately in the event of default or the maturity of any term, agreement, sale, forfeiture, tax lien or (b) on claim thereof.

2. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, not do so account for the provisions of the paragraph.

1. The Trustee or the holder of the note shall have the right to foreclose the mortgage in the manner provided by law, and the holder of the note shall have the right to foreclose the mortgage in the manner provided by law, and the holder of the note shall have the right to foreclose the mortgage in the manner provided by law,

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Chicago, Illinois  
\$140,000.00

March 1, 1994

## ADJUSTABLE RATE INSTALLMENT NOTE

FOR VALUE RECEIVED, American National Bank and Trust Company of Chicago, 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 December 14, 1993 and known as Trust Number 117759-05, hereby promises to pay to the order of THE FIRST COMMERCIAL BANK, in the manner hereinafter and in said Mortgage provided, the principal sum of One Hundred Fourty Thousand and No/100ths (\$140,000.00) DOLLARS and interest on the balance of principal remaining from time to time unpaid at the rate computed as follows:

- (a) From the date of disbursement to April 1, 1999, Seven and three quarters percent (7.75%) per annum, and,
- (b) From April 1, 1999 to April 1, 2004 the prime rate used in the Wall Street Journal in effect on April 1, 1999 plus 2.0 percent per annum, and,
- (c) From April 1, 2004 to April 1, 2009 the prime rate used in the Wall Street Journal in effect on April 1, 2004 plus 2.0 percent per annum, and,
- (d) From April 1, 2009 to April 1, 2014 the prime rate used in the Wall Street Journal in effect on April 1, 2009 plus 2.0% per annum,

in the following manner:

- (1) From the date of disbursement to April 1, 1999 principal and interest on the balance of principal remaining from time to time unpaid at the rate as computed in (a) above, shall be payable in consecutive monthly installments of One Thousand One Hundred Fourty Nine and 33/100 (\$1,149.33) DOLLARS each, beginning with May 1, 1994 and continuing thereafter on the first day of each month to and including April 1, 1999.
- (2) For the period from April 1, 1999 to April 1, 2004, the unpaid principal balance as of April 1, 1999 together with interest as computed in (b) above shall be amortized over a period of 15 years and shall be payable in consecutive equal monthly installments beginning with May 1, 1999 and continuing thereafter on the first day of each month to and including April 1, 2004.
- (3) For the period from April 1, 2004 to April 1, 2009, the unpaid principal balance as of April 1, 2004 together with interest as computed in (c) above shall be amortized over a period of 10 years and shall be payable in consecutive equal monthly installments beginning May 1, 2004 and continuing thereafter on the first day of each month to and including April 1, 2009.
- (4) For the period from April 1, 2009 to April 1, 2014, the unpaid principal balance as of April 1, 2009 together with interest as computed in (d) above shall be amortized over a period of 5 years and shall be payable in consecutive equal monthly installments beginning May 1, 2009 and continuing thereafter on the first day of each month, except that a final payment of principal and interest, if not sooner paid, shall be due and payable on April 1, 2014.
- (5) All such payment on account of the indebtedness evidenced by this Note shall be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

Interest after maturity or default until paid shall be payable at 15% per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holder of this Note may, from time to time, in writing appoint, and in the absence of such appointment than at the office of THE FIRST COMMERCIAL BANK.

If the Note Holder has not received the full amount of any payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the late charge will be 5% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

Up to 20% of the outstanding principal balance may be prepaid in any one year without penalty upon 30 days written notice to the Note Holder. The privilege is noncumulative. A 1% penalty will be applied to any prepayment in excess of the allowable amount.

The payment of this Note is secured by a Trust Deed, bearing even date herewith to said FIRST COMMERCIAL BANK, on real estate in Cook County, Illinois, to which instruments reference is hereby made for a description of security, and statement of the terms and conditions upon which this Note is secured. It is agreed that at the election of the holder or holders hereof and without notice the principal sum remaining unpaid hereon, together with accrued interest

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2025-12-16

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hereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof, or in case at any time hereafter the right to foreclose the said Mortgage shall accrue to the legal holders hereof under any of the provisions contained in said Mortgage.

This Note and the Trust Deed which secures it, will not be assumable without the Note Holder's prior written consent. Any sale, transfer or further encumbrance (including, but not limited to a contract sale, sale under articles of agreement for deed or a transfer to a land trust) or any attempted sale, transfer or further encumbrance of the undersigned's title and interest to the property securing this Note, without said consent, shall render the entire note indebtedness immediately due and payable, at the Note Holder's election.

The maker, makers, guarantors or endorsers jointly and severally waive diligence, presentment, protest and demand, notice of protest, demand and dishonor and non-payment of this Note, and agrees to pay all costs of collection when incurred, including reasonable attorney's fees. Payments under this Note may be extended or modified without affecting the liability of the undersigned. The security stated in the Mortgage securing this Note may be released, in whole or in part, or increased or modified, and may secure further advances without affecting said liability.

Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. Whenever applicable, the term "Mortgage" shall also mean "Trust Deed". If there is more than one maker of this Note, the liability of the undersigned shall be joint and several.

American National Bank and Trust  
Company of Chicago, as Trustee as  
aforesaid and not personally

By: \_\_\_\_\_

Attest: \_\_\_\_\_

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10/1/19

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