

TRUST DEED

CTTC Trust Deed 11
Corporate Mortgagor
Secures One Instalment Note
Interest Included in Payment
USE WITH CTTC NOTE 11
Form 816 R.1/95

788499

DEPT-01 RECORDING \$31.00
T2222 TRAM 9487 11/20/95 13:00:00
#7948 + KB * -95-802837
COOK COUNTY RECORDER

208232

31.00

This trust deed consists of 4 pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagor, its successors and assigns.

THIS INDENTURE, made November 13 1995, between AMERICAN NATIONAL BANK & TRUST CO. U/T/A dtd 11/2/95 a/k/a Tr. #120996-02 corporation organized under the laws of, the U.S. herein referred to as "Mortgagor", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holder of the Note in the Principal Sum of FIFTY THOUSAND TWO HUNDRED FIFTY & NO/100 (\$50,250.00) DOLLARS, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and by which said Note the Mortgagors promise to pay the said principal sum and interest from principal remaining from time to time unpaid at the rate of 9 per cent per annum in installments (including principal and interest) as follows: \$376.88 Dollars or more on the 15th day of December 1995 and \$376.88

Dollars or more on the 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 15th day of November 1996

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 each installment unless paid when due shall result in liquidated damages of:

1. \$10.34 PER LATE PAYMENT, or
2. PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at such banking house or trust company in Niles, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Martin & Marbry, 8610 Golf Rd., Niles, IL 60714 in said city,

NOW, THEREFORE, the Mortgagor 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

UNIT NUMBER E-225 IN THE CASTILIAN COURTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25378419 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

04-32-200-020-1021

Box 430

95802837

UNOFFICIAL COPY

which with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagees 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 used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inlaid or 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 the mortgagees or their successors or assigns shall be considered as constituting part of the real estate.

This trust deed consists of four pages. The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagees, their heirs, successors and assigns.

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.

In Witness Whereof said Mortgagee has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

Said resolutions further provide that the principal note herein described may be executed on behalf of said corporation by its

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO AS TRUSTEE
U/T/A DTD 11/2/95 A/K/A TRUST NO. 120996-02
ASSISTANT VICE PRESIDENT

ATTEST:
The terms and conditions contained in this instrument notwithstanding this Trustee's Exemptory Rider attached hereto and made a part hereof.

Corporate Seal

STATE OF ILLINOIS

SS

County of _____

DO HEREBY CERTIFY THAT

and

I, _____ a Notary Public in and for the residing in said County, in the state aforesaid, Assistant Vice President of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

A.D. 19. _____ day of _____

The terms and conditions contained in this instrument notwithstanding this Trustee's Exemptory Rider attached hereto and made a part hereof.

NOTARY PUBLIC

Notarial Seal

788499

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO PREVIOUSLY ARE:

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3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 thereof, 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 or the holders of the notes, or of any of them, 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes 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 injury 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 thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, 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 notes, or any of them, 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, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes 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.

8. 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 solvency or insolvency of the Mortgagors at the time of application for such receiver 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 the 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 Mortgagors, 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: (a) 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; (b) the deficiency in case of sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and

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GLENVIEW, IL 60025

1108 CASTILLIAN CT., #118

FOR RECORDER'S INDEX
PURPOSES INSERT STREET
ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

CHICAGO, IL 60657
1120 W. BELMONT AVE.
LEVIT & LIPSCHUTZ

Recorded by

~~Recorders Box 333~~

Form 816 R.1/95

CTTC Trust Deed 11, Corporate Mortgage, Secures One Instalment Note Interest Included in Payment. Use with CTTC Note 11

Assistant Vice President, Assistant Secretary

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

788493

Identification No

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust Deed.

under any provisions of this trust deed.

when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed
17. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect
the premises subsequent to the date of this trust deed.

on its own behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to
16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed,
of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment
15. This Trust Deed and all provisions hereof, shall extend to the binding upon Mortgages and all persons claiming under or
given Trustee.

shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein
14. Trustee may resign by instrument in writing filed in the office of the Recorder of Titles in which this instrument
makers thereof.

with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as
herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance
where the release is requested of the original trustee and it has never placed its identification number on the principal notes described

herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and
identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description
requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an

indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is
any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing 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

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all
may require indemnities satisfactory to it before exercising any power herein given.

omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it
this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or

signatures or the identity capacity, or authority of the signatories on the note or the trust deed, nor shall Trustee be obligated to record
12. Trustee has no duty to examine the title, location, existence, or condition of the Premises, or to inquire into the validity of the
access thereto shall be permitted for that purpose.

11. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and
available to the party interposing same in an action at law upon the notes hereby secured.

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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 Officers, and its corporate seal to be hereunto affixed the day and year first above written.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally,

By _____

788499

STATE OF ILLINOIS
COUNTY OF COOK }

I, ANNETTE G. FLOOD

Michael Wang

a Notary Public in and for said County, in the state aforesaid, do hereby certify an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and seal this

day of

NOV 13 1995



Annette G. Flood

NOTARY PUBLIC

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RIDER TO TRUST DEED

If all or any part of the Premises or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, require immediately payment in full of all sums secured by this Trust Deed. However, this option shall not be exercised by Mortgagee if exercise is prohibited by applicable law as of the date of this Trust Deed.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Trust Deed. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Trust Deed without further notice or demand on Mortgagor.

If Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee under
Trust Agreement dated 11/2/95 and known as
Trust Number 120996-02

By: _____

Its Vice-President

ATTEST:

788499

Its: Assistant Secretary

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

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Property of Cook County Clerk's Office

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