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TRUST DEED

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**ASSIGNMENT OF RENTS
COMBINED IN THIS DOCUMENT**

DEPT 11 EFFACING \$33.00
7011 TEAM 5648 06/20/97 12:03:00
000544642 * 97-465042
SOGA COUNTY RECORDER

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE REBATE JUNE 16
COMPANY

JU 97 BETWEEN THE CHICAGO TRUST

a corporation organized under

the laws of **ILLINOIS**, not personally, but as trustee of a fiduciary, **6/11/97**, and known as Trust No. **1104073**, 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 is justly indebted to the legal holder of the Installment Note hereinafter described, said legal holder from time to time being herein referred to as the Holder of the Note, in the principal sum of

ONE HUNDRED SIXTY-FOUR THOUSAND

12010

evidenced by one certain Installment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER.

and delivered, herein referred to as the "Note," in and by which the Mortgagor promises to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid in accordance with the rate of interest and other terms and conditions as set forth in the Note until the 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 JULY 2017 19

NOW, THEREFORE, the Mortgagor to secure the payment of the indebtedness evidenced by the Note, including interest thereon and any refinancing, extension, renewal or modification thereof, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, 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 and all of its estate, right, title and interest therein, situate, lying and being in the **CITY OF CHICAGO**,
COUNTY OF ILLINOIS AND STATE OF ILLINOIS.

LOTS 16 AND 17, IN THE SUBDIVISION OF LOT 12 TO 46, IN BLOCK 4, IN AUBURN WEIGHTS, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BOX 333-CT

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4. In case of default thereon, Trustee or the Holder of the Note may, but not need not, make any payment or performance of certain required or optional payments of principal or interest or otherwise upon the Note.

3. A negotiator shall keep all buildmises and improvements now, or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the Holder of the Note is required by law to have such insurance, under policies providing for payment by the insurance companies of sums sufficient to pay the cost of repairing or replacing the same or to pay in full the undischarged secured hereby, all in current after to pay the cost of repairing or replacing the same or to pay in full the undischarged secured hereby, all in company as subscribers to the holder of the Note, under insurance policies payable, in case of loss or damage, to trustee for the benefit of the Holder of the Note; such rights to be evidenced by the standard mortgage clause to be attached to each policy and shall deliver all policies, including additional and renew al policies, to the Holder of the Note, and in case of insurancce about to expire, shall deliver new policies not less than ten days prior to the expiration.

2. A lessee or lessee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water service charges, sewer service charges, and other charges as against the premises when due, and shall, upon written request, furnish to trustee or to the holder of the note duplicate receipts therefor. To prevent default under this paragraph, a lessee or lessee shall pay in full under a protest, in the manner provided by statute, any tax or assessment which may become due to counties,

(1) **Violation of shall** (a) promptly repair, restore or rebuild any buildings or alterations to the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mice, vermin, or other pests or claims for lien not adversely subordinated to the lien hereof; (c) pay all due and unpaid dividends which may be accrued by a lien or charge on the premises superior to the lien hereof; (d) complete within a reasonable time any building or buildings, new or any time in process of erection upon a said premises; (e) comply with all requirements of law or municipal ordinances respecting the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordi-

IT IS FURTHER UNDERSTOOD AND AGREED THAT

TO HAVE AND TO HOLD the premises, and the property, rights and interests pledged and assigned in the pre-
parishes or any right, title, interest or value whatever.

AND FURTHER, as additional security for said property and performance, Mortgagor does hereby pledge and assign to the Lender from and after the date hereof in the sum without limitation any period of redemption, primary and in a part thereof, all the premises and not secondarily, (a) all rents, issues, proceeds, proceeds and profits of the premises or any part thereof arising therefrom, issues, proceeds, profits, revenues, royalties, bonuses, rights and benefits now or hereafter due, payable or becoming due, including without limitation all deposits of money as advance rent, for security or as earnest money or downpayment for the purchase of all or any part of the premises under all leases and agreements of lease, which term shall herein mean collectively any and all present and future leases, tenancies, leases, licences, memorandum contracts including without limitation covenants for the sale of all or any part of the premises and other mutual agreements, all the same being hereinafter referred to as "Leases and Agreements", and all the rights and powers of the Lender hereunder in respect thereto.

TOGETHER with all improvements, ie items, eg armens, fixtures, and appurtenances thereto belonging, and all which, with the property described in the next following paragraph, is referred to herein as the "premises".

Common Address: 1951-39 S. Wood Ave

PLN: 20-31-204-031-0000

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expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the Holder of the Note to protect the 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 rate applicable from time to time under the Note. Inaction of Trustee or the Holder of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the Holder of the Note 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 thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms thereof. At the option of the Holder of the Note, and without notice to Mortgagor, 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Holder of the Note or Trustee may, at his option and to the extent permitted by applicable law, (a) institute proceedings for the complete foreclosure of the lien hereof, (b) institute proceedings in equity or at law for the specific performance of any covenant, agreement or condition herein or in aid of the execution of any power granted herein, (c) enter upon and take and maintain possession of all or any part of the premises and all documents, books, records, papers and accounts of Mortgagor or the then manager of the premises relating thereto, exclude Mortgagor and its beneficiaries, agents and servants wholly therefrom and possess, operate, manage and control the premises or any part thereof and conduct any business thereon, with full power to (i) collect all rents, issues and profits from the premises, (ii) take such action, legal or equitable, as may, in Trustee's or the Holder of the Note's discretion, be necessary or desirable to protect or enforce the payment of the rents, issues and profits from the premises, including without limitation instituting actions for recovery of rent, actions in forcible detainer and actions in distress for rent, (iii) cancel or terminate any tenancy, lease or sublease for any cause or reason which would entitle Mortgagor or the Lessor to cancel such tenancy, lease or sublease, (iv) elect to disaffirm any tenancy, lease or sublease made subject hereto or which is or becomes subordinate to the lien hereof, (v) extend or modify any lease or tenancy and make new leases, which extensions, modifications and new leases may provide for terms or options for terms to expire beyond the maturity date of all obligations secured hereby, it being understood and agreed that any such leases and the options and other provisions contained therein shall be binding upon Mortgagor, upon all persons whose interests in the premises are subject to the lien of this Mortgage and upon any purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any purchaser or purchasers at any foreclosure sale, (vi) make any repairs, decorations, renewals, replacements, alterations, additions and improvements to the premises as Trustee or the Holder of the Note may deem reasonably necessary or desirable, (vii) insure and reinsure the premises and any risks incident to the possession, operation, management and control of the premises, by Trustee or the Holder of the Note, and (viii) take such other action for the possession, operation, management and control of the premises as Trustee or the Holder of the Note may deem necessary or appropriate, and/or (ix) take such other action as may be permitted by applicable law. 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 the Holder of the Note for attorneys' fees, Trustee's fees, appraiser's fees, outlay 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or the Holder 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 a rate equivalent to the rate applicable from time to time under the Note, when paid or incurred by Trustee or the Holder 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.

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

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15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one Note is used.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds or Registrar of Titles in within this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, which a simultaneous designation of a Successor in Trust by the Holder of the Note, the then Recorder of Deeds of the County in which the premises are situated shall be or shall designate the Successor in Trust. Any Successor in Trust shall have the identical title, powers and authority as the herein given trustee.

13. Trustee shall release this Trust Deed and the legal title thereto by proper instrument upon presentation of satisfaction
by claimants in all indebtedness accrued by this Trust Deed has been fully paid; and Trustee may execute and deliver
a release to Trustee to record to and at the request of any person who shall, either before or after maturity thereof, produce and
exhibit to Trustee a certificate 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 of trustee, such successor
Trustee may, except as true without inquiry. Where a release is requested of a successor of trustee, such successor
thereon by a prior Trustee or which contains within it a subsidence with the description herein contained of the Note and
hereon by a prior Trustee or which contains within it a subsidence with the description herein contained of the Note and
which purports to be executed on behalf of the corporation herein designated as the maker thereof; and where the
release is not executed of the original Trustee and it has never placed its identification number on the Note, it may
accept it in the same Note any note which may be presented and which contains in substance with the description
herein contained of the Note and which purports to be executed on behalf of the corporation herein designated as

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Note or this Trust Deed, nor misrepresent or omit any facts or omissions hereunder, except in case of his own gross negligence or by the terms, except, nor be liable for any acts of omission hereunder, except in case of his own gross negligence or before exercise of the power herein given unless expressly obligated to do so under the terms of this Trust Deed or to exercise any power given him by the terms of this Trust Deed.

and/or (b) the detainees in case of a sue and derivative;

10. No later in for the enforcement of the letter of any provision hereof shall be subject to any defense which would not be good and available to the party; interpretation's sume in an action at law upon the Note.

11. 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 that purpose.

9. Upon, or at any time after the filing of a bill to declare void this Treaty Decree, 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 insolency of Mortgagor at the time of application for such receiver and without regard to the decree of the receiver or whether the same shall be then occupied as a homestead or not and the trustee hereunder may be appointed to such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises, among the pecuniacy of such foreclosed 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 and at other times which may be necessary or otherwise usual in such cases for the collection of such rents, issues and profits. Along ago, it is usual for the receiver to collect the rents, issues and profits of said premises, among the pecuniacy of such foreclosed 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 and at other times which may be necessary or otherwise usual in such cases for the collection of such rents, issues and profits.

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16. Before releasing this Trust Deed, Trustee or its successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or its successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

17. If all or any part of the premises or any interest therein, including, but not limited to, a beneficial interest in a land trust which holds title to the premises or any part thereof, is sold or transferred by Mortgagor without the prior written consent of the Holder of the Note, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed; (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant; or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, the Holder of the Note may, at its option, declare all sums secured by and due under the Note and this Trust Deed to be immediately due and payable. Execution of Articles of Agreement for Deed or an Installment Contract shall also be considered a sale or transfer for purposes of this paragraph.

18. All of the terms and provisions of the certain loan commitment, (as stated in the offer of The South Shore Bank of Chicago) dated JUNE 9, 1997, addressed to and accepted by MARTELLO &

JOMITA POLLACK as are not herein set forth and as are relevant and germane hereto and the loan secured by this Trust Deed, are hereby incorporated herein and made a part hereof as though fully set forth and restated herein to the extent they are not inconsistent with any provisions of this Trust Deed.

19. Additional Payment due hereunder: In addition to each monthly payment of principal and interest under the Note, there shall be due, and payable hereunder, and paid, monthly deposits of funds equal to one-twelfth (1/12) of the then last ascertained bill for general taxes on the premises, and such funds so paid shall be held by the Holder of the Note and used by said Holder to pay general taxes from time to time levied and due upon the premises. No interest shall accrue or become due upon any funds so deposited.

20. Mortgagor acknowledges that the proceeds of the Note shall be used for the purposes specified in Section 6404 (4) (1) (c) of Chapter 17 of the Illinois Revised Statutes; and that the principal obligation secured hereby constitutes a business loan within the purview and operation of said section.

21. 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 judgement creditors of Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

22. Mortgagor shall not, without the prior written consent of the Holder of the Note, (i) make any other pledge or collateral assignment of any Leases and Agreements or of any rents or other rights thereunder, or (ii) accept any installment of rent more than thirty (30) days before the due date of any such installment.
In Witness Whereof, Mortgagor 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 the day and year first above written.

TWC ASSISTANT TRUSTEE as Trustee as aforesaid

BY S. T. C. T. C. *[Signature]* ATTEST S. T. C. T. C. *[Signature]*

Assistant Vice President

Assistant Secretary

CORPORATE
SEAL

STATE OF ILLINOIS,
COUNTY OF CHICAGO

SS : I, LAWRENCE L. COOPER, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT

Assistant Vice President and ASSISTANT SECRETARY *[Signature]*, Assistant Secretary of TWC ASSISTANT TRUSTEE, 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 Assistant 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.

GIVEN under my hand and Notarial Seal this 19 day of June, 1997.

Notarial Seal

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Property of Cook County Clerk's Office

IMPORTANT Information No.	CHICAGO TITLE AND TRUST COMPANY. AND I ENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE. BEFORE THE TRUST DEED IS FILED FOR RECORD. Assistant Vice President	FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE. BEFORE THE TRUST DEED IS FILED FOR RECORD. Assistant Vice President	THIS INSTRUMENT WAS PREPARED BY AND, UNLESS THE LOWER BOX IS CHECKED, SHOULD BE MAILED TO: THE SOUTH SHORE BANK OF CHICAGO 7051 So. Jeffery Blvd. Chicago, IL 60649 7957-59 S. Wood 20-31-204-031-0000 PLACE IN RECORDER'S OFFICE BOX NUMBER
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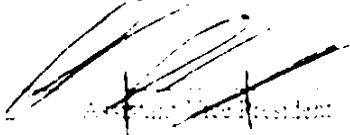
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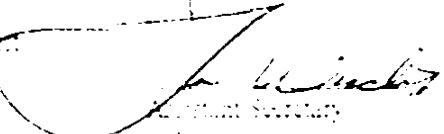
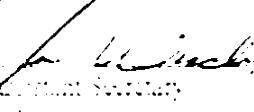
EXCUSATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER
TRUST NO. 4013 ATTACHED TO THIS DEED
DATED JUNE 16, 1997 TO Chicago Title and Trust Co., Trustee

This clause is inserted in this instrument and made a part hereof, notwithstanding, that each and all of the warrantors, informants, representatives, covenants undertaken and agreements herein made on the part of the Trustee while in form purporting to be the warranty or informed representations, covenants and agreements of said Trustee are hereby rejected and that every one of said covenants and intended not as purporting to be any such statements, representations or covenants undertaken and agreements by the Trustee or for the purpose of binding the Trustee, sufficing said instrument properly so made and intended for the purpose of binding the parties thereto, the rights, specifically mentioned herein and thus instrument executed and delivered by the Trustee and acknowledged by the other co-signers, referred to as such Trustee, and that no such covenants, representations, warranties, or agreements so made by reason of any time so created as enforceable against the Trustee. To the end that the result of this instrument shall not at any time be, in law, any warranty, representation, covenant or agreement of the Trustee in this instrument, executed either express or implied, in any particular, and that it, and its terms, expires by words and release.

Date JUNE 16, 1997

The Chicago Trust Company, as Trustee

By 
Assistant Vice President

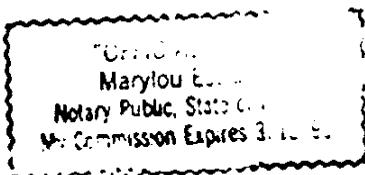
Attest: 
By 
Assistant Secretary

State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of THE CHICAGO TRUST 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 the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company 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 Company for the uses and purposes therein, set forth.

97465042

Given under my hand and Notarial Seal this 30th day of June, 1997



Marylou E. ...

NOTARY PUBLIC

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