

UNOFFICIAL COPY

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Page 1 of 5
6087/0201 45 001 1998-03-04 15:03:03
Cook County Recorder 31.00

TRUST DEED

ASSIGNMENT OF RENTS
COMBINED IN THIS DOCUMENT)

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made FEBRUARY 19 19 98, between THE CHICAGO TRUST COMPANY, a corporation organized under the laws of ILLINOIS, not personally, but as trustee u/l/a dtd JULY 30, 1996 own as Trust No. 1103465, 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 EIGHTY NINE THOUSAND AND 00/100 Dollars, 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 APRIL 19 2018.

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, doe 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 COOK AND STATE OF ILLINOIS.

to wit:

LOT 38(EXCEPT THE SOUTH 28 1/2 FEET THEREOF) AND ALL OF LOTS 39 AND 40 IN BLOCK 4 IN THE SUBDIVISION OF LOTS 1 TO 10 BOTH INCLUSIVE, IN CHARLES RINGER 'S SOUTH SHORE ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31 TOWNSHIP 38 NORTH RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 33 FET THEREOF TAKEN FOR WIDENING EAST 83rd STREET), IN COOK COUNTY, ILLINOIS.

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(Page 2 of 6)

TOGETHER WITH ALL IMPROVEMENTS, TENEMENTS, EASEMENTS, FIXTURES, AND APPURTENANCES THERETO (WHICH, WITH THE PROPERTY DESCRIBED IN THE NEXT FOLLOWING PARAGRAPH, IS REFERRED TO HEREIN AS THE "PREMISES"), WHICH, WITH THE PROPERTY DESCRIBED IN THE NEXT FOLLOWING PARAGRAPH, IS REFERRED TO HEREIN AS THE "PREMISES," AND ON A PART THEREOF THE DATE HEREOF (INCLUDING LIMITATION ANY PERIOD OF REDEMPTION), PRIMI-

TY AND ON A PART OF THE PREMISES AND NOT SECONDARILY, (A) ALL REnts, ISSUES, PROCEEDS, ROYALTIES, BONUSES, PROFITS, REVENUES, FLOOR COVERINGS, STOOLS AND WINDOWS, FLOOR COVERS AND WINDOW SHADeS, STORM DOORS AND WINDOWS, FLOOR COVERINGS, UNDER BEDS, AWNINGS, SLOVES AND WATER HEADERS, ALL OF WHICH ARE SIMILAR APPURTENANCES, EQUIPMENT OR ARTICLES HEREAFTER PLACED IN THE PREMISES BY THE MORTGAGOR OR ITS SUCCESSORS THAT ARE DECKLED TO BE A PART OF Said REAL ESTATE WHETHER PHYSICALLY ATTACHED THERETO OR NOT, AND IT IS AGREED THAT ALL FLOOR COVERINGS ARE SIMILAR UNITS OR CERAMICALLY CONTROLLED) AND VENTILATION, INCLUDING (WITHOUT RESTRICTING THE FOREGOING) SCREENS, CLADS NOW OR HERAFTER HEREIN OR THEREIN USED TO SUPPLY HEAT, GAS, AIR CONDITIONING, WATER, LIGHT, POWER, REFRIGERATION, AIR CONDITIONING EQUIPMENT FOR ALL DEPOSITS OF MONEY AS ADVANCE RENT, FOR SECURITY OR AS SECURITY FOR PAYMENT OF RENTS, ISSUES, PROCEEDS, ROYALTIES, BONUSES, PROFITS, REVENUES, FLOOR COVERINGS, STOOLS AND WINDOWS, FLOOR COVERS AND WINDOW SHADeS, STORM DOORS AND WINDOWS, FLOOR COVERINGS, UNDER BEDS, AWNINGS, SLOVES AND WATER HEADERS, ALL OF WHICH ARE SIMILAR APPURTENANCES, EQUIPMENT OR ARTICLES HEREAFTER PLACED IN THE PREMISES BY THE MORTGAGOR OR ITS SUCCESSORS THAT ARE CONSTITUTING PART OF THE REAL ESTATE,

AND FURTHER, AS ADDITIONAL SECURITY FOR Said PAYMENT AND PERFORMANCE, MORTGAGOR DOES HEREBY PLEDGE AND ASSIGN TO THE TRUSTEE, FROM AND AFTER THE DATE HEREOF (INCLUDING LIMITATION ANY PERIOD OF REDEMPTION), PRIMI-

TY AND ON A PART THEREOF AND NOT SECONDARILY, (A) ALL REnts, ISSUES, PROCEEDS, ROYALTIES, BONUSES, PROFITS, REVENUES, FLOOR COVERINGS, STOOLS AND WINDOWS, FLOOR COVERS AND WINDOW SHADeS, STORM DOORS AND WINDOWS, FLOOR COVERINGS, UNDER BEDS, AWNINGS, SLOVES AND WATER HEADERS, ALL OF WHICH ARE SIMILAR APPURTENANCES, EQUIPMENT OR ARTICLES HEREAFTER PLACED IN THE PREMISES BY THE MORTGAGOR OR ITS SUCCESSORS THAT ARE CONSTITUTING PART OF THE REAL ESTATE,

TOGETHER WITH ALL IMPROVEMENTS, TENEMENTS, EASEMENTS, FIXTURES, AND APPURTENANCES THERETO (WHICH,

WITH THE PROPERTY DESCRIBED IN THE NEXT FOLLOWING PARAGRAPH, IS REFERRED TO HEREIN AS THE "PREMISES,"

COMMON ADDRESS: 8201 S. KINGSTON CHICAGO, IL

PLN: 21-31-126-001-0000

98170062

Page 2 of 6

secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear. Any rents, issues and profits from the premises received by the Holder of the Note or Trustee, after taking possession of the premises or pursuant to any assignment thereof under the provisions hereof or otherwise, shall, if and to the extent permitted by applicable law, be distributed and applied to or on account of the following, in such order of priority as Trustee or the Holder of the Note (or, in the case of a receivership, as the court) may determine: (a) the payment of any expenses incurred in the possession, operation, management and control of the premises, including reasonable compensation to Trustee or the Holder of the Note or any receiver that may be appointed and the fees of any managing agent (if management of the premises is delegated to such agent) and including lease commissions and other expenses of procuring tenants and entering into leases for the premises, (b) the payment of taxes, special assessments, water and sewer charges and other charges on the premises now due or which may become due or which may be or become a lien prior to the lien hereof, (c) the payment of any expenses incurred for any repairs, decorations, renewals, replacements, alterations, additions and improvements to the premises or the operation thereof, (d) the payment of any obligations secured hereby, the payment of any amount set forth in any judgment or decree of foreclosure and the payment of any deficiency which may result from any foreclosure sale, and (e), with respect to any remaining funds, to Mortgagor.

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 Mortgagor 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 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 Mortgagor, 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; and/or (b) the deficiency in case of a 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 available to the party interposing same 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.

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 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.

13. 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 any note which bears an identification number purporting to be placed thereon by a prior Trustee or which conforms in substance 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 requested of the original Trustee and it has never placed its identification number on the Note, it may accept as the genuine Note 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 the corporation herein designated as maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds 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, without 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 hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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.

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(Page 3 of 6)

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

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. 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.

5. The Trustee or the Holder of the Note making any payment hereby authorized relating to taxes or assessments, shall become immediately due and payable without notice and with interest accrued to the time under the Note, inaction of Trustee or the Holder of the Note shall never be construed as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

Trustee or the Holder of the Note to protect the premises and the lien hereof plus reasonable compensation to expenses paid or incurred in connection therewith, including attorney fees; and any other moneys advanced by trustee for each matter.

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 2-9-98 addressed to and accepted by CLARENCE AND

LISA HALI 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 recited 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.

THE CHICAGO TRUST COMPANY

BY

Assistant Vice President

ATTEST:

Assistant Secretary

STATE OF ILLINOIS
COUNTY OF Cook

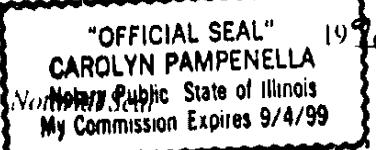
I, the undersigned,
a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT

Lidia Marinica

Assistant Vice President and Maria E. Arreda 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 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 23rd day of February.

NOTARY PUBLIC



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98170062

(Page 6 of 6)

Property of Cook County Clerk's Office

PLACE IN RECORDER'S OFFICE BOX NUMBER

Attn: Real Estate Department

Chicago, IL 60649

7054 So. Jeffery Blvd.

THE SOUTH SHORE BANK OF CHICAGO

FOR RECORDS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY AND PIN HERE

LOWER BOX IS CHECKED, SHOULD BE MAILED TO:
THIS INSTRUMENT WAS PREPARED BY AND, UNLESS THE

BEFORE THE TRUST DEED IS FILED FOR RECORD.
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE,
BY THIS TRUST DEED SHOULD BE IDENTIFIED BY
AND LENDERS THE INSTALLMENT NOTE SECURED
CHICAGO TITLE AND TRUST COMPANY.

*Assistant Secretary
Assumptions Trust Prepaid*

Trustee.

Identification No. 864602

IMPORTANT	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.
By _____ <i>WILLIAM J. WILSON</i>	CHICAGO TITLE AND TRUST COMPANY AND TRUSTEE BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD. CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BY THIS TRUST DEED SHOULD BE IDENTIFIED BY AND LENDERS THE INSTALLMENT NOTE SECURED CHICAGO TITLE AND TRUST COMPANY.