

UNOFFICIAL COPY

AMORTIZATION FORM OF  
TRUST DEED

813350

THIS INDENTURE, Made  
June 11

1999, between COSMOPOLITAN BANK  
AND TRUST, a state banking institution,  
not personally but as Trustee under the  
provisions of a Deed or Deeds in trust duly  
recorded and delivered to said Bank in  
pursuance of a Trust Agreement dated  
September 23, 1960, and known as trust  
number 10214

herein referred to as "First Party," and  
CHICAGO TITLE LAND  
TRUST COMPANY,  
an Illinois corporation, herein referred to as  
TRUSTEE, witnesseth:

99693203

6463/0229 63 001 Page 1 of 6  
1999-07-20 15:53:37  
Cook County Recorder 31.50



RECORDERS USE ONLY

THAT, WHEREAS First Party has concurrently herewith executed two (2) notes total  
of One Million One Hundred Sixty-five Thousand Dollars (\$1,165,000.00); each note is  
Five Hundred Eight-seven Thousand Five Hundred Dollars (\$587,500.00) respectively  
made payable to BEARER

which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter  
specifically described, the said principal sum and interest One Million One Hundred Sixty-five Thousand Dollar  
(\$1,165,000.00) on the balance of principal remaining from time to time unpaid at the rate of six  
six (6%) per cent per annum in installments as follows:

Six Thousand Nine Hundred Eighty-four and 76/100 (\$6,984.76)  
Dollars on the 1st day of June, 1999, and

Six Thousand Nine Hundred Eighty-four and 76/100 (\$6,984.76)  
Dollars on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and

interest, of not sooner paid, shall be due on the 15th day of May,  
192029. 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 twelve (12%) 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 Erwin Zalon, Trustee, and Shirley Zalon, Trustee, in said Cook County, 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 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 succes-  
sors and assigns, the following described Real Estate situate, lying and

being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See legal description attached hereto and made a part hereof.

A default of one (1) note of even date shall be deemed a default of both notes referred to  
in trust deed of even date.

In the event the Mortgagor sells, assigns, conveys or otherwise alienates the property, the  
note(s) shall be immediately due and payable.

FIRST AMERICAN TITLE

CX189031

PREPARED BY AND MAILED TO:



DELIVERY

NAME: Earl T. Medansky, Esq.  
ADDRESS: 208, South LaSalle Street Suite 1200  
CITY: Chicago, Illinois 60604-1003

or RECORDER'S OFFICE BOX NO. \_\_\_\_\_  
for information only insert street address of above described  
property.

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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, issue 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 therein 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), screens, window shades, storm doors and windows, floor coverings, in-a-door 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 of its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust 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 mechanic's 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 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 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 note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including addition and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 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 note 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 the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall be never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note 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 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or

Cosmopolitan Bank and Trust  
Successor Trustee for  
Cosmopolitan National Bank of Chicago

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by COSMOPOLITAN BANK AND TRUST, as Trustee, solely in the exercise of the powers conferred upon it as Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood that COSMOPOLITAN BANK AND TRUST, individually shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained, shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary-Land Trust Administrator-the day and year first above written.

COSMOPOLITAN BANK AND TRUST, As Trustee as aforesaid and not personally,  
under trust no. 10214 dated 9/23/60

By *[Signature]*  
ASSISTANT VICE PRESIDENT - TRUST OFFICER

813560

ATTEST *[Signature]*  
ASSISTANT SECRETARY - LAND TRUST ADMINISTRATOR

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I,  
a Notary Public, in and for said County, in State aforesaid, DO HEREBY CERTIFY, that  
Gerald A. Wier

Vice President-Trust Officer of COSMOPOLITAN BANK AND TRUST, and  
Spring Alexander

~~Assistant Secretary~~ Land Trust Administrator of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant~~ Vice President-Trust Officer, and ~~Assistant Secretary~~ Land Trust Administrator, 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 uses and purposes therein set forth; and the said ~~Assistant Secretary~~ Land Trust Administrator then and there acknowledged that ~~he~~/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as ~~his~~/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

OFFICIAL SEAL  
PATRICIA A. KRENCEL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/25/99

Given under my hand and notarial seal, this 18th day of June, A.D. 1999.

*[Signature]*  
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 installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. **813560**  
CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE  
*[Signature]*  
ASST. SECRETARY

99893203  
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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 note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication cost 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 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 the rate of seven per cent per annum, when paid or incurred by Trustee or holders 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 any 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.

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 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be the 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 time when First Party, its successors or assigns, 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: (1) 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; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 omission 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.

9. 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 full 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 herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described 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 First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder 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, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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**LEGAL DESCRIPTION:**

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**PARCEL 1:**

LOTS 8, 9, 10 AND 11 IN JUNKER'S SUBDIVISION OF OUT-LOT 8 IN THE CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THE SOUTHERLY HALF OF THAT PART OF VACATED ALLEY LYING NORTHERLY AND ADJOINING LOTS 8, 9 AND 10, SAID VACATION RECORDED FEBRUARY 06, 1975 AS DOCUMENT 22990012.

**PARCEL 2:**

LOTS 14 TO 24 INCLUSIVE AND THE NORTHEAST 1/2 OF LOT 39 AND THE SOUTHWEST 1/2 OF LOT 39 IN STINSON'S RESUBDIVISION OF THE SOUTHWESTERLY 1/2 OF LOT 37 AND ALL LOTS 38, 39 AND 45 TO 47 INCLUSIVE IN STINSON'S SUBDIVISION OF BLOCKS 1, 2 AND 10 IN THE CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ALSO,**

A STRIP OF LAND 30 FEET WIDE NORTHWESTERLY OF AND ADJOINING LOTS 14 TO 28 BOTH INCLUSIVE IN THE RESUBDIVISION OF THE SOUTHWEST 1/2 OF LOT 37 AND ALL OF LOTS 38, 39 AND LOTS 45 TO 47 BOTH INCLUSIVE, ALL IN STINSON'S SUBDIVISION OF BLOCKS 1, 2 AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ALSO,**

THE SOUTHWESTERLY 1/2 OF LOTS 36, ALL LOT 37 AND THE NORTHEASTERLY 1/2 OF LOT 38 IN STINSON'S SUBDIVISION OF BLOCKS 1, 2 AND 10 OF CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

A PART OF LOTS 1, 2, 3, 4, 5, 6 AND 7 IN JUNKER'S SUBDIVISION OF OUT-LOT 8 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LOTS IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SOUTH WOOD STREET AND SOUTH ARCHER AVENUE, BEING ALSO THE SOUTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SOUTH WOOD STREET, BEING ALSO THE WEST LINE OF

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SAID LOT 1, A DISTANCE OF 120.79 FEET TO ITS INTERSECTION WITH THE SOUTH FACE OF A BRICK BUILDING;

THENCE EAST ALONG THE LINE OF THE SOUTH FACE OF SAID BRICK BUILDING (THE LINE OF WHICH SOUTH FACE, IF EXTENDED EAST, WILL INTERSECT THE EAST LINE OF SAID LOT 7 AT A POINT 13.21 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 7) A DISTANCE OF 39.10 FEET TO THE SOUTHEAST CORNER OF SAID BRICK BUILDING;

THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT 1, ALONG THE EAST FACE OF SAID BRICK BUILDING, A DISTANCE OF 19.70 FEET TO THE NORTH FACE OF A BRICK BUILDING;

THENCE EAST ALONG WITH LINE OF THE NORTH FACE OF THE LAST MENTIONED BRICK BUILDING AND ALONG AN EASTWARD EXTENSION OF SAID LINE A DISTANCE OF 98.34 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 7 WHICH IS 33.70 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 7; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 A DISTANCE OF 33.70 FEET TO THE SOUTHEAST CORNER OF LOT 7, BEING ON THE NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AND THENCE SOUTHWESTWARDLY ALONG SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE A DISTANCE OF 175 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

ALSO,

LOTS 25, 26, 27 AND 28 IN RESUBDIVISION OF SOUTHWEST 1/2 OF LOT 37 AND AND LOTS 38 AND 39 AND OF LOTS 45 TO 77 INCLUSIVE, ALL IN STINSON'S SUBDIVISION OF BLOCKS 1, 2 AND 10 OF CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO,

LOTS 40, 41, 42, 43 AND 44 IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES SUBDIVISION IN THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

AN EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR PASSAGE UPON AND OVER THE LAND AS CONTAINED IN RESERVATION OF EASEMENT, WHICH IS CONTAINED IN DEED IN TRUST RECORDED FEBRUARY 26, 1985 AS DOCUMENT 27454089, AND RECORDED DECEMBER 12, 1985 AS DOCUMENT 85321257, AND IN DEED IN TRUST RECORDED FEBRUARY 08, 1993 AS DOCUMENT 93102357.

### TAX IDENTIFICATION NUMBERS

|                              |               |               |
|------------------------------|---------------|---------------|
| 17-31-204-013                | 17-31-204-019 |               |
| 17-31-204-014                | 17-31-204-020 | 17-31-204-025 |
| 17-31-204-015                | 17-31-204-021 | 17-31-204-026 |
| 17-31-204-016                | 17-31-204-022 | 17-31-204-027 |
| 17-31-204-017                | 17-31-204-023 | 17-31-204-028 |
| 17-31-204-018                | 17-31-204-024 | 17-31-204-038 |
|                              |               | 17-31-204-039 |
|                              |               | 17-31-204-048 |
| 3170 - 3250 S. ARCHER AVENUE |               | 17-31-204-050 |
| CHICAGO IL 60608             | 3             | 17-31-204-052 |

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