

# UNOFFICIAL COPY



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1999-03-03 13:43:51  
Cook County Recorder 35.00

## TRUST DEED

811076

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 23, 1999, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated January 21, 1998 and known as trust number 600463-07, herein referred to as "First Party," and

Chicago Title Land Trust Company *NKA* CHICAGO TITLE LAND TRUST COMPANY  
herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of ONE HUNDRED TWENTY SIX THOUSAND (\$126,000.00) DOLLARS

made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from February 25, 1999 on the balance of principal remaining from time to time unpaid at the rate

- (i) \$925.00 on the first day of April 1999, and \$925.00 on the first day of each month thereafter through and including July 1999;
- (ii) \$6,925.00 on the first day of August 1999;
- (iii) \$881.00 on the first day of September 1999, and \$881.00 on the first day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of March 2001.

payment of principal and interest, if not sooner paid, shall be due on the first day of March, 2001. 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 seven percent 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 Beal, Cubic 3933 North Clarendon, Suite 7A, Chicago, IL 60613 in said City,

DELIVERY NAME  RONALD L. FARKAS, P.C.

STREET 77 W. Washington

CITY Chicago, IL 60602

INSTRUCTIONS OR

RECORDERS OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

2331-33 W. Chicago

Chicago, IL 60622

PREPARED BY Ronald L. Farkas

77 W. WASHINGTON ST.  
CHICAGO, IL 60602  
I.R.

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NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The West 12 feet of Lot 14, all of Lot 15 and the East 10 feet of Lot 16 in E. Manchester Nichols addition to Chicago, being a subdivision of the North 1/2 of Block 8 (except the South 29.5 feet thereof) in Canal Trustees subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 17-07-100-007

A Rider is attached hereto and made a part hereof.

which, with the property hereinafter described is referred to herein as the "premises,"

TOGETHER with all improvements, tenement's easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter 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, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

#### IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to; (1) promptly repair, restore or rebuild any buildings or improvement 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 notes; (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 additional and renewal policies, to holders of the note, and in the 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 herein before set forth in any manner deemed

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

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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 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.

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 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 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.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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.



99203261

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

By [Signature]

STATE OF ILLINOIS  
COUNTY OF COOK

I, Jocelyn Geboy, a Notary Public in and for  
said County, in the State aforesaid, do hereby certify Anthony DiMonte  
Trust Officer 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

26 day of February, 1999

"OFFICIAL SEAL"

Jocelyn Geboy

Notary Public, State of Illinois

My Commission Expires Oct. 9, 2001

Jocelyn Geboy  
NOTARY PUBLIC

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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No.

811076  
CHICAGO TITLE LAND TRUST COMPANY

[Signature] Trustee

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

Property of Cook County Clerk's Office

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## RIDER TO TRUST DEED

\$126,000.00

February 23, 1999

1. PREPAYMENT. The indebtedness evidenced by the note secured hereby, or any portion thereof, may be prepaid at any time without any penalty whatsoever; however, such prepayments shall be applied as a credit against the principal due, in inverse order. That is, no such prepayments shall be applied against the next due monthly payments.
2. LATE CHARGE. If any installment of principal or interest is not paid within 10 days after its due date, there shall accrue and be then payable in addition to said installment, as a late charge, the sum of One Hundred Dollars (\$100.00). Said late charge shall accrue only once for each late installment.
3. SALE OR ASSIGNMENT. As long as the debt evidenced by the note secured hereby subsists, if there shall be a sale, transfer, assignment or conveyance of either any portion of the real estate described herein or of any portion of the beneficial interest of the land trust holding title to said real estate, without having first obtained the express written consent of the holder of the note secured hereby, then and in such event, at the election of the holder of said note, the whole principal sum remaining unpaid together with accrued interest and other charges thereon shall become at once due and payable in full. An installment sale or the granting of a lease with an option to purchase shall be considered a sale for purposes of these provisions.
4. DEFAULT. It is agreed that at the election of the holder of the note secured hereby the principal sum remaining unpaid thereon, together with accrued interest and other charges thereon, shall become at once due and payable at the place of payment aforesaid in case of any default hereunder or of any default in the performance of any other agreement contained in the note secured hereby.
5. COLLECTION FEES. If the note secured hereby is placed for collection after default or if suit is filed herein after default, or if proceedings are held in bankruptcy, receivership, reorganization or if there are any other legal or judicial proceedings in which the holder of the note secured hereby or the trustee herein are made parties, the guarantor of the note secured hereby agrees to pay to the holder of said note all costs, including without limitation reasonable attorneys' fees and all expenses incurred in connection with the protection or realization of any security, incurred by the holder of the note secured hereby on account of such collection or proceedings.
6. REMEDIES. The remedies of the holder of the note secured hereby, whether provided herein, or in said note, shall be cumulative and concurrent and may be pursued singularly, successively or concurrently at the sole discretion of the holder of the note secured hereby, and

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any failure to exercise any right, remedy or recourse, shall not be deemed to be a waiver or release of same. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

7. WAIVER. First Party and each guarantor of the note secured hereby waive presentment for payment, demand, notice of dishonor, protest, notice of protest and diligence in collection, and expressly consent to any extension of time, release of any party liable for the obligation evidenced by the note secured hereby, release of any security for said note, acceptance of other security therefor and any other indulgence or forbearance whatsoever, and any such extension, release, indulgence or forbearance may be made without notice to any party and without affecting the personal liability of any party or the lien hereof.

8. CONSTRUCTION. This trust deed has been executed and delivered at Chicago, Illinois, and shall be construed and enforced pursuant to the laws of the State of Illinois.

9. HEADINGS. The headings of the paragraphs are for convenience only and do not limit or construe the contents of the paragraphs.

10. TIME OF THE ESSENCE. Time is of the essence of this note and the obligations hereunder.

11. NOTICES. All notices required to be given pursuant to the terms hereof shall be by certified mail to the addresses as follows or as hereafter directed by notice, and shall be deemed given as of the date of mailing with proper postage prepaid:

To Mortgagee: c/o Becir Cubic  
3933 North Clarendon, Suite 7A  
Chicago, IL 60613

To Mortgagor: American National Bank and Trust Company of Chicago  
(First Party) t/u/t No. 600463-07  
120 South LaSalle Street  
Chicago, IL 60603

12. ESCROWS. There shall be due and payable to the holder of the note secured hereby in addition to each monthly payment of principal and interest, 1/12th of the annual real estate taxes, as reasonably estimated by said holder. Failure to make the deposits required hereunder shall constitute a default.

However, so long as a tax escrow properly funded and sufficient to pay all real estate tax bills relative to the real estate described herein in a timely manner is maintained with the first mortgagee, the above escrow requirement shall not be effective.

13. \* ASSIGNMENT OF RENTS. As additional security for the payment of all sums now or hereafter required to be paid under the note secured hereby, First Party assigns over to BECIR CUBIC, the initial holder of the note secured hereby, and to his successors and assigns, all rents becoming due under any present or future lease, tenancy or agreement upon the property described herein, and does irrevocably authorize the said holder in his own name to collect all of said rents, without notice to the undersigned or to the guarantors of the note secured hereby and to apply same to the payment of principal, interest and other sums due under said note. The provisions of this assignment may be utilized by the holder only in the event of a default under said note or under this trust deed.

14. DEFAULT UNDER OTHER MORTGAGES. Any default under the terms of any other indebtedness that is secured by the real estate described herein shall *ipso facto* constitute a default of the note secured hereby. And, in the event of a default under any other such indebtedness, the holder of the note secured hereby shall have the right, but not the obligation, to cure any such default and any and all sums so paid by the holder shall constitute additional sums immediately due hereunder, which additional advances shall bear interest at the rate of fourteen (14%) per cent per annum.

15. WAIVER OF RIGHT OF REDEMPTION. First party hereby waives any and all rights of redemption from sale under any order of foreclosure of this trust deed. This waiver is made on behalf of First Party, grantor, the trust estate and any and all beneficiaries of such trustee in its representative capacity and of the trust estate, whether such beneficiaries acquired any interest in or title to the mortgage premises prior or subsequent to the date of this trust deed.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

As Trustee as aforesaid and not personally

BY: [Signature]  
Vice President Authorized Officer

ATTEST: Attestation not required by American National Bank and Trust Company of Chicago Bylaws

Assistant Secretary

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 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. 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.

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