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71-15-810J

The indebtedness shall be reduced by payments in installments of \$ 680.55 plus interest on the 1ST day of MAY, 1987 and \$ 680.55 plus interest on the 1ST day of each month thereafter until said note shall be paid in full, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1ST day of APRIL 2002. All of said payments on account of said indebtedness evidenced by said note shall first be applied to interest at the rate specified herein on the unpaid principal balance and the remainder to principal. Interest shall be computed on the basis of a 365-day year and charged for the actual number of days elapsed. Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at 1% per annum over the prime lending rate as herein described and shall bear interest after maturity or default at the rate of 6% per annum over the prime lending rate as herein described. It is agreed that the prime lending rate shall be determined by the highest "prime" rate as published daily in the "Money Rates" section of the Wall Street Journal. Any increase or decrease of the rate of interest shall be effective as of the date of such change.

Said payments are to be made at such banking house or trust company in the City of Lincolnwood, Illinois, as the legal holder of this note may, from time to time in writing appoint, and in the absence of such appointment, then at the office of The First National Bank of Lincolnwood, 6401 North Lincoln Avenue, Lincolnwood, Il. 60645, in said City.

In addition to the payments called for herein, Mortgagor shall deposit with the holder of this note monthly a sum equal to 1/12 of the actual real estate tax bill based upon the last ascertainable tax bill as Tax Reserve. All deposits made pursuant to this tax reserve clause shall be on a debtor-creditor relationship, and the holder of said reserve shall not be obligated to pay any interest thereon, same being specifically waived by the Obligor hereunder. Holder of said reserve does not assume the obligation of paying the real estate taxes and it shall remain the obligation of the Mortgagor to secure such funds from the reserve to pay such taxes when due.

TRANSFER OF THE PROPERTY; DUE ON SALE

If all or any part of the premises or any interest in it is sold or transferred without the prior written consent of the holders of the Note hereby secured, the holders of the Note may, at their option, require immediate payment in full of all unpaid indebtedness secured by this Trust Deed.

If the holders of the Note exercise this option, they shall give First Party, its successors or assigns, notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which First Party, its successors or assigns, must pay all indebtedness secured by this Trust Deed. If First Party, its successors or assigns, fails to pay all the indebtedness prior to the expiration of this period, the holders of the Note may invoke any remedies permitted by this Trust Deed without further notice or demand on First Party, its successors or assigns.

THIS IS A BUSINESS PURPOSE LOAN - FULL RIGHT OF PREPAYMENT WITHOUT PENALTY GRANTED.

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ITEM 1.

UNIT 3 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 3RD DAY OF SEPTEMBER, 1982 AS DOCUMENT NO. 3273274.

ITEM 2.

AN UNDIVIDED 33-1/3% INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

THE SOUTH 61.34 FEET OF LOT FORTY (40) LOT FORTY ONE (41) LOT FORTY TWO (42) IN O'HARE AREA INDUSTRIAL DEVELOPMENT SUBDIVISION UNIT TWO (2) BEING A SUBDIVISION IN THE NORTH-WEST QUARTER (¼) OF THE NORTHEAST QUARTER (¼) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 29, 1966, AS DOCUMENT NO. 2289209.

09-32-300-082-1003

Unit 3 704 1/2 - 48 BARRY ST., ROSEMONT, ILL 60018

Mortgagor also hereby grants to mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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TRUST DEED

18052

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made FEBRUARY 23, 19 87, between American National Bank and Trust Company of Chicago, 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 JUNE 28, 1982 and known as trust number 55554, herein referred to as "First Party," and

CHICAGO TITLE AND TRUST COMPANY herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED AND 00/100-----

----- 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 in instalments as follows: *SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

on-the-----day-of-----19-----, and-----DOLLARS

on-the-----day-of-----each-----thereafter, to and including the-----

-----day of-----19-----, with a final payment of the balance due on the-----

day of-----19-----, with interest-----on the principal balance-----

from time to time unpaid at the rate of-----per cent per annum payable

; each of said instalments of principal bearing interest after maturity at the rate of

** ~~seven~~ per cent per annum, and all of said principal and interest being made payable at such banking house or

trust company in LINCOLNWOOD,

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appoint-

ment, then at the office of THE FIRST NATIONAL BANK OF LINCOLNWOOD, LINCOLNWOOD, IL in said City,

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:

**SEE DEFAULT RATE ON RIDER ATTACHED HERETO AND MADE A PART HEREOF

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

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, 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 here-

in 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 notes; (4) comply within a reasonable time any building or sanitary ordinance with respect to the premises and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinance; (6) 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; (7) pay in full 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

NAME THE FIRST NATIONAL BANK OF LINCOLNWOOD
STREET 6401 N. LINCOLN AVENUE
CITY LINCOLNWOOD, IL 60645
CHARLES A. GREENSTEIN, V.P.

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
UNIT #3 7046-48 BARRY STREET
ROSEMONT, ILLINOIS 60018
PERM. R.E. TAX ID. #09-32-200-08:

PREPARED BY J OR
INSTRUCTIONS
RECORDERS OFFICE BOX NUMBER

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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 case of insurance about to expire to deliver renewal policies not less than ten days prior to the respective dates of expiration; that the holders of the note shall not be required to make any partial payments or interest on prior encumbrances, if any, in any form and manner deemed expedient by the holder of the note, but shall be required to make full and complete payments of principal and interest on the note, and to purchase, discharge, complete, and pay for any lien or other prior or subsequent encumbrance, title or claim thereon or redemption from any tax sale or foreclosure affecting said premises or contest any lien or other prior or subsequent encumbrance, title or claim thereon or redemption from any tax sale or foreclosure 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, or such additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of three per cent 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 therefor.

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, collars for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as in whom the proceeds of the sale of the premises of this trust deed shall be applied to satisfy the lien hereof) and all expenses paid or incurred in connection 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 three 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 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 surplus 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 usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court may 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.

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 or refuse to accept, and in such case shall be bound to inquire. Where a release 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 or Deeds of the county in which the premises are situated and the Assistant Secretary hereunder shall succeed to the office of Trustee, with all the powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

**SEE DEFAULT RATE ON RIDER ATTACHED HERETO AND MADE A PART HEREOF

71-15-870

GRY

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FILED

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, which is hereby acting as Trustee as aforesaid in the discharge of the authority conferred upon it in the note and in this trust deed, and in its capacity as 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.

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 Vice-Presidents, its Assistant Vice-Presidents and its Secretary and it is hereby affirmed as set forth by its Assistant Secretary, the day and year first above written.



By: *[Signature]*
Attest: *[Signature]*
American National Bank & Trust Company of Chicago
as Trustee, as aforesaid, and not personally.
VICE PRESIDENT
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 the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 National Banking Association, as Trustee, for the use 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 National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument and the same to be placed therein set forth.

OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires 12/26/90

[Signature]
Notary Public

Date MAY 21 1947

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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. **718052**
[Signature]
Trustee