

# UNOFFICIAL COPY

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18. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Trust Deed and the Note.

19. All of the terms and provisions of the certain loan commitment, (as stated in the offer of The South Shore Bank of Chicago, dated August 13, 1987 addressed to and accepted by Lindberg Morris as are not herein above otherwise set forth and as are relevant and germane hereto and the loan evidenced by the within and foregoing Trust Deed and this rider thereto, are hereby incorporated herein and made a part hereof as though fully set forth and recited herein.

20. Additional Payments due hereunder: In addition to monthly payments of principal and interest there shall be due and payable hereunder, and paid, monthly deposits of funds equal to one-twelfth (1/12) of the last ascertainable bills for general taxes during each year the said Note shall be unpaid, such funds so paid shall be held by the Holder of said Note and used by said Holder to pay general taxes from time to time levied and due upon the real estate and improvements thereon given as security under said Note. No interest shall accrue in favor of or be or become due the maker hereof, or any of its beneficiaries upon any funds so deposited.

21. The proceeds of the loan secured by this mortgage will be used for the purpose specified in Paragraph 4(c) of Chapter 74 of the 1975 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within purview of said paragraph.

22. The 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 the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

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EXHIBIT ATTACHED HERETO AND

CC-LC-1L  
JUL

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE  
DATED August 20, 1987 UNDER TRUST NO. 10-18469-08

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This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 10-18469-08 in the exercise of the power and authority contained upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest due thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

FORM X20133

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J.W.  
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Parcel 123

RECORDED

Lot 11 (except the North 16 feet thereof) and Lot 12 (except the South 22 Feet thereof) taken as a tract (except from said tract the West 49.89 thereof), all in E.L. Sommers subdivision of the West 1/2 of Block 4 in Commissioners Partition, a subdivision of the South 1/2 of the South West 1/4 of the South East 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

**Parcel II:**

The Eight Feet East of and adjoining the said parts of Lots 11 and 12 in E.L. Sommers Subdivision of the West 1/2 of Block 4 aforesaid, in Sectio. 24, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

### **Fixtures**

The West 8-1/2 Feet of Lot 11 in the Subdivision of the East 1/2 of Block 4 (except the South 22 Feet thereof and Part already dedicated for alley), in Commissioners Partition, a Subdivision of the South 1/2 of the South West 1/4 of the South East 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**PIN# 20-24-424-013-0000**  
**20-24-425-015-0000**

Formerly known as: 2138-48 E. 71st Street, Chicago, Illinois

**Comments, &  
Parcel IV:**

Parcel IV  
The West 49.89 Feet of Lot 11 (except the North Sixteen Feet thereof) and the West 49.89 Feet of Lot 12 (except the South 22 Feet thereof) in E.L. Sommers Subdivision of the West Half of Block Four in Commissioners Partition, a subdivision of the South Half of the South West quarter of the South East Quarter of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**EINE 20-24=426=014=0000**

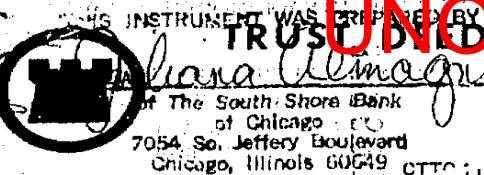
Formerly known as 2136 E. 71st Street, Chicago, Illinois

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*Property of Cook County Clerk's Office*

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 20 1987, between LaSalle National Bank as Successor Trustee to Central National Bank, U/T/A dated September 21, 1971 and known as Trust No. 10-18469-08 & not personally a corporation organized under the laws of Illinois, 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 or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of (\$120,000.00) -----

One Hundred Twenty Thousand and 00/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid ----- in accordance with the rates of interest and other terms and conditions as set forth in the note secured hereby.

----- until said 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 Oct., 2007. 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 instalment unless paid when due shall bear interest at the rate of Note, 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 The South Shore Bank of Chicago

in said City,

NOW, THEREFORE, the Mortgagor 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 the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT 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.

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 Mortgagor 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 the mortgagor 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 purpose, and upon the uses and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said 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 on the day and year first above written, pursuant to authority given by resolutions duly passed by the

of said corporation. SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

La Salle National Bank, as Trustee as aforesaid & not personally,

CORPORATE  
SEAL

BY \_\_\_\_\_  
ATTEST: \_\_\_\_\_ Assistant Vice President  
\_\_\_\_\_  
Assistant Secretary

STATE OF ILLINOIS, } 1. Harriet Danisewicz  
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Corinne Bek Assistant Vice President of the La Salle National Bank  
and Rosemary Collins Assistant Secretary

of said 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 24th day of August, 1987.

Harriet Danisewicz NOTARY PUBLIC

Notarial Seal

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EX-75153

FOR THE PROTECTION OF BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE DENOTIFIED BY CHICAGO TRUST DEEDS IF FILED FOR RECORD.	
LENDER OR BORROWER MAY FILE THIS TRUST DEED BY CHICAGO TRUST DEEDS SHOULD NOTE BE DENOTIFIED BY CHICAGO TRUST DEEDS IF FILED FOR RECORD.	
REASONABLE ATTORNEY FEES AND COSTS OF DEFENSE ARE TO BE PAID BY BORROWER.	
IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS CONTRACT AS OF THE DAY AND YEAR INDICATED.  HARRY HARRIS 7054 S. JEFFERSON BLVD. SOUTH SHORE, BATAVIA, ILLINOIS (NAME) FOR RICKORDERS INDEX PURPOSES FOR RICKORDERS INDEX PURPOSES INSECTICIDE PROPERTY HERE 10655 APPEALED 2136 E. 3RD STREET CHICAGO, ILLINOIS 60649 ACTN: ASSET CO. INC. 52-2-18-5-100 MA 3658907	