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LAKE COUNTY ENGINEERS PASADENA
NOTARY PUBLIC STATE OF CALIFORNIA
BY [Signature] & [Signature]
OFFICIAL SEAL

Property of Cook County Clerk's Office

TRUST DEED RIDER
TO TRUST DEED dtd AUGUST 25, 1988 BETWEEN CAPITOL BANK & TRUST OF CHICAGO, an ILLINOIS BANKING CORPORATION, as TRUSTEE UNDER TRUST #221 dtd JUNE 30, 1981 and CHICAGO TITLE & TRUST COMPANY

The undersigned agrees to pay to the Holder of this Note on each monthly payment date, an additional amount equal to one-twelfth (1/12) of the annual taxes and assessments levied against the mortgaged premises, all as estimated by the Holder of the Note. As taxes and assessments become due, the Holder of the Note is authorized to use such monies for the purpose of paying such taxes or assessments, and in the event such monies are insufficient for such purpose, the undersigned agrees to the pay to the Holder of the Note the difference forthwith.

In the event of default in any of the provisions contained in this Trust Deed, the Mortgagee, at its option, without being required to so do, may apply any tax deposits on hand on any of the indebtedness hereby secured, in such order and manner as the Mortgagee may elect.

It is covenanted and agreed between the Trustee and the Holder of the Note that the Trustee will not contract for, nor make any additional mortgage or encumbrance on the above described property, nor assign the beneficial interest of said Trust for collateral purposes or for any purpose whatsoever, without the prior written consent of the Holder of the Note. In the event any additional mortgage, encumbrance, or assignment of the beneficial interest is incurred without the prior written consent of the Holder of the Note, at the option of the Holder of the Note, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become immediately due and payable.

Any sale, agreement for deed, transfer or conveyance of the within described premises, or sale, assignment or pledge of the beneficial interest of the subject Trust, subsequent to the date of this instrument, shall at the option of the Holder thereof, cause the remaining unpaid balance due on this instrument or the Note which it secured, to become immediately due and payable.

In case of loss or damage by fire or other casualty, Holder of the Note is authorized to collect and receipt for any said insurance money. Such insurance proceeds may, at the option of the Holder of the Note, be applied in the reduction of the indebtedness secured hereby, or be held by the Holder of the Note and used to reimburse First Party for the cost of rebuilding or restoration of building or improvement on said premises. In such event, the proceeds shall be made available in the manner and under the conditions as the Holder of the Note may require. Any surplus which may remain out of said insurance proceeds after payment of such costs of rebuilding or restoration shall, at the option of the Holder of the Note, be applied on account of the indebtedness secured hereby.

Rider to the
THIS TRUST DEED is executed by the Capitol Bank and Trust of Chicago, not personally but as Trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Capitol Bank and Trust of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), 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 Capitol Bank and Trust 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 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 as far as the First Party and its successors and said Capitol Bank and Trust of Chicago personally are concerned, the legal holder of said note and its owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the entire content of the lien hereby created, in the manner herein and said note provided or by action to enforce the personal liability of the guarantor, if any.

Trust Officer, and its corporate seal to be hereunto affixed and attested by the Assistant Trust Officer, the day and year first above written.
CAPITOL BANK AND TRUST, CHICAGO, ILLINOIS, As Trustee as aforesaid and not personally,
By [Signature] Trust Officer
Attest: [Signature] Assistant Trust Officer

OFFICIAL SEAL
BARBARA A. JANKOWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/2/92
STATE OF ILLINOIS
COUNTY OF COOK

Barbara A. Jankowski
Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that
Chul Kim
Trust Officer of the Capitol Bank and Trust and
Sharon K. Crowley

Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and Assistant Trust Officer, 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 Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said his 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.

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EXHIBIT A

TO TRUST DEED dtd AUGUST 25 , 1988 BETWEEN CAPITOL BANK & TRUST OF CHICAGO, an ILLINOIS BANKING CORPORATION, as TRUSTEE UNDER TRUST #221 dtd JUNE 30, 1981 and CHICAGO TITLE & TRUST COMPANY

PARCEL 1:

THAT PART OF LOTS 69 TO 74, BOTH INCLUSIVE AND OF THE 15.0 FEET VACATED ALLEY NORTH OF AND ADJOINING SAID LOTS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 71; THENCE EAST ALONG THE SOUTH LINE OF SAID LOTS 63.00 FEET THENCE NORTH PARALLEL WITH THE WEST LINE AND ITS EXTENSION OF SAID LOT 71 TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 76; THENCE WEST ALONG SAID EXTENDED LINE AND SAID SOUTH LINE OF LOT 76 TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 17.0 FEET OF SAID LOT 74; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 17.00 FEET OF SAID LOT 74 AND SAID LINE EXTENDED TO A POINT ON THE SOUTH LINE OF SAID LOT; THENCE EAST ALONG THE SOUTH LINE OF SAID LOTS TO THE POINT OF BEGINNING ALL IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 OF DILLEC'S SUBDIVISION OF BLOCK 40 OF CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 3246 W. Fulton, Chicago, IL

P.I.N. # 17-07-300-039-000

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EXHIBIT B

TO TRUST DEED dtd August 25, 1988. BETWEEN CAPITOL BANK & TRUST OF CHICAGO, an ILLINOIS BANKING CORPORATION, as TRUSTEE UNDER TRUST #221 dtd JUNE 30, 1981 and CHICAGO TITLE & TRUST COMPANY

PARCEL 2:

LOTS 1 AND 2 IN SUBDIVISION OF LOT 8 IN SUBDIVISION OF BLOCK 41 OF CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 1 AND 2 IN SUBDIVISION OF LOT 9 IN SUBDIVISION OF BLOCK 41 OF CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF LOT 10 IN THE SUBDIVISION OF BLOCK 41 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE SOUTH LINE OF FULTON STREET AND LYING NORTH OF THE SOUTH LINE EXTENDED WEST OF THE 14 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING PARCEL 3 AFORESAID IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART TAKEN FOR WIDENING WESTERN AVENUE AND EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF THE NORTH LINE EXTENDED WEST OF SAID 14 FOOT VACATED ALLEY

PARCEL 5:

LOTS 2, 3 AND 4 IN THE SUBDIVISION OF LOTS 5 AND 6 IN BLOCK 41 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 6:

LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 7 IN BLOCK 41 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 7:

ALL THAT PART OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING PARCELS 5 AND 6 AFORESAID, IN COOK COUNTY, ILLINOIS

Common Address: 2345 Fulton Street, Chicago, IL

P.I.N.

Parcel 2,3,4 - 17-07-308-053-0000

Parcel 5 (& part of Parcel 7 - 17-07-308-047-0000)

Parcel 6 (& part of Parcel 7 - 17-07-308-048-0000)

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GUARANTY

The undersigned do hereby guarantee payment when due by Capitol Bank and Trust Company of Chicago as Trustee under Trust #221 dated June 30, 1981, of each Installment Note date September 1, 1988 which is payable to the order BEARER in the sum of \$331,000.00.

Upon default by Capitol Bank and Trust Company of Chicago Trust Company of Chicago as Trustee under Trust #221 dated June 30, 1981, to make any of the principal or interest payments due on said note for a period of twenty (20) days or more, the undersigned agrees that the holder of said promissory note, may, without seeking to collect any such amounts from Capitol Bank and Trust Company of Chicago as Trustee under Trust #221 dated June 30, 1981, demand and receive payment of all principal interest, costs of collection and reasonable attorneys' fees do under the note from the undersigned.

To secure the payment of any amount due or to become due hereunder, the undersigned individually or jointly and severally, hereby authorizes irrevocably any attorney of any court record to appear for the undersigned in such court, in term time or vacation, and at any time after default, and confessed judgment without process in favor of the BEARER for such amount as may appear unpaid hereunder together with cost and reasonable attorneys' fees, and to waive and release all errors which may intervene

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in any such proceedings and to consent to the immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

It is agreed that this Guaranty, when attached to the Note evidencing the "indebtedness hereby guaranteed", shall constitute one instrument for the purposes of establishing the extent of the liability of the undersigned hereunder.

The provisions hereof shall be binding upon the undersigned, and their heirs, legal representatives, successors and assigns of the undersigned, and shall inure to the benefit of the BEARER, its successors, legal representatives and assigns.

Dated at Chicago, Illinois, this 1st day of September, 1988.



David G. Hoffman



William J. Phillips

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TRUST DEED

NOTE IDENTIFIED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, Made August 25, 1988, between Capitol Bank and Trust, Chicago, Illinois, an Illinois Banking Corporation, 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 June 30, 1988 and known as trust number 221, herein referred to as "First Party," and 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 Three Hundred Thirty One Thousand and 00/100 (\$331,000.00) made payable to Morris V. Fishman and Clara Fishman, his wife 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 September 1, 1988 on the balance of principal remaining from time to time unpaid at the rate of 12 1/2 per cent per annum in instalments as follows: \$4,845.06 (Twelve and one half) (Four Thousand Eight Hundred Forty Five Dollars and 00/100) Dollars on the 1st day of September 19 88 and \$4,845.06

Dollars on the 1st day of each month thereafter 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 August, 1998. 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 16 1/2 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, 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 Morris V. Fishman

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 Exhibit A and B, attached hereto and made a part hereof.

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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, 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 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) 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 is assessed 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 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

NAME George T. Drost & Associates, Ltd.
STREET 9 N. Vail, Suite 102
CITY Arlington Heights, IL 60005
INSTRUCTIONS Prepared By:
George T. Drost
9 N. Vail, Suite 102
Arlington Heights, IL 60005

Mail Tax Bills
Morris V. Fishman
1175 Lake Cook Road - Apt. 507
Northbrook, IL 60062

LEGAL DESCRIPTION AFFECTS PROPERTY ON SEP 23 1988 024 139/30 AND OTHER PROPERTY

71-73-8563

88

CHICAGO TITLE INS.

139/309

SEP 23 PM 2 37

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