

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

BK of Kenosha 25-9354

DATE OF SEARCH:

770977

RESULT OF SEARCH:

none

2-14-90

CLERK OF COOK COUNTY
RECORDS & DEEDS
FEB 14 AM 12:25
COOK COUNTY RECORDER

INTENDED GRANTEEES OR ASSIGNEES:

83-860483
Office

RESULT OF SEARCH:

GREATER ILLINOIS
TITLE COMPANY
BOX 116

[Signature]

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2018-11-14

to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter 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 or claim thereon, 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 never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

Cook County

3850483

For purposes of this document, references to Bank of Ravenswood shall be deemed interchangeable with First Chicago Bank of Ravenswood

THIS TRUST DEED is executed by Bank of Ravenswood 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 said Bank of Ravenswood 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 said First Party or on said Bank of Ravenswood personally to pay the said note or any interest thereon, or any indebtedness accruing hereinafter, or to perform any covenant either express or implied herein contained, all such liability, if any, being 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 Bank of Ravenswood 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, Bank of Ravenswood, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Land Trust Officer this day and year first above written.

First Chicago BANK OF RAVENSWOOD As Trustee as aforesaid and not personally,

By Martin S. Edwards VICE-PRESIDENT Attest Mario V. Gotanco LAND TRUST OFFICER

STATE OF ILLINOIS COUNTY OF COOK

SS. I, the undersigned a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Martin S. Edwards Vice-President of Bank of Ravenswood and Mario V. Gotanco Land 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 Vice-President and Land 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 that said Land Trust Officer then and there acknowledged that said Land Trust Officer, duly qualified by the corporate seal of said Bank, did affix the seal of said Bank to said instrument as Land Trust Officer, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of February, 1920

Eva Hig 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. _____

Trustee

*In excess of the Prime Rate of interest as announced and established from time to time by the Exchange National Bank of Chicago, Illinois or its successor.

TRUST DEED
3860483
3860483
IN DUPLICATE
171188

3860483
UNOFFICIAL COPY

ISSUED FEB 14 PM 12:24
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

THE ABOVE SPACE FOR RECORDERS USE ONLY

G.I.T. WELSH
GREATER ILLINOIS
TITLE COMPANY
BOX 116
103688

THIS INDENTURE, Made February 7, 1990, between Bank of Ravenswood, 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 27, 1988 and known as trust number 25-9354, herein referred to as "First Party," and Devon Bank, an Illinois corporation 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 Ten thousand and 00/100 _____ Dollars,

made payable to Devon Bank 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of three (3) per cent per annum in instalments as follows: Accrued Interest

~~DOLLAR~~ on the 10th day of March 1990 and Accrued Interest
~~DOLLAR~~ on the 10th 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 10th day of June 1990
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 Six (6) 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 Devon Bank, in said City, 6445 North Western Avenue,

NOW, THEREFORE, First Party to secure the payment of the 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:
Lot 44, in Subdivision of (except Lots 1, 2, 3, 6, and 7) Block 32, in Sheffield's Addition to Chicago, in the North West 1/4 of South East 1/4 of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-13-403-042
Commonly known as: 1800 W. Cortland, Chicago, Illinois
This Document prepared by: Christine Murphy, Devon Bank, 6445 North Western Avenue, Chicago, Illinois 60645

This Trust Deed is subordinated to the Trust Deed dated June 30, 1988 and filed July 7, 1988 as document LR 3721763 made by Bank of Ravenswood, as Trustee under Trust Agreement dated June 27, 1988 and known as Trust Number 25-9354 to Chicago Title & Trust Company, a corporation of Illinois, as Trustee in the amount of \$80,000.00.

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, door coverings, inlaid 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 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 hereafter situated on said premises 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 compliance 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 case of insurance about

DELIVERY INSTRUCTIONS
NAME: Thomas M. Cerny, AVP
STREET: Devon Bank
CITY: 6445 North Western Avenue, Chicago, Illinois 60645
OR
RECORDER'S OFFICE BOX NUMBER _____

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

This instrument was prepared by _____

3860483