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Name
Street
City

PHILIP K. GORDON, Atty at Law
809 W. 35th Street
Chicago, Ill 60609 7 8 3 0

or RECORDER'S OFFICE BOX NO. _____
for information only insert street address of above described property.

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

(COMMONLY KNOWN AS: 2001 W. 35th Street - Chicago, Illinois PPT: 17-31-307-011)

Principal Meridian, in Cook County, Illinois
of the South West 1/4 of Section 32, Township 33 North, Range 14, East of the Third

Lot 11 in Block 1 in Edwin C. Larned's Subdivision of the East 1/4 of the North East 1/4

assigns the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:
NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest due on said Note in accordance with the terms and conditions thereof and of this Trust Deed, and the payment of any of the indebtedness, obligations and liabilities of the First Party or of beneficiaries of the First Party to the holders of the Note, whether now existing or hereafter arising, due or to become due, direct, indirect or contingent, joint or several or joint and several, including but not limited to the guaranty or guaranties (whether now existing or hereafter arising) of any indebtedness owing by a person, partnership or corporation to the holders of the Note; 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:

of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of GORDON REALTY COMPANY in said City, banking house or trust company in CHICAGO, Illinois, as the holders interest due as a result thereof have been paid; and all of said principal and interest being made payable at such above, which rate shall continue in effect until all past due principal and interest payments and post-maturity rate principal amount of said Note shall be computed at a rate per annum four percent in excess of the rate set forth remainder to principal; and if any installment is not paid at its maturity, then interest thereafter on the unpaid indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal; and if any installment is not paid at its maturity, then interest thereafter on the unpaid said Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 8th day of May 19 97; and all such payments on account of the TWENTY-FIVE & 58/100th dollars on the 8th day of June 19 90 and FIVE HUNDRED TWENTY-FIVE & 58/100th dollars on the 8th day of each month thereafter until paid at the rate of 11.75% per cent per annum in installments as follows: FIVE HUNDRED on the balance of principal remaining from time to time un- TWENTY-FIVE & 58/100th dollars on the 8th day of June 19 90 and FIVE HUNDRED TWENTY-FIVE & 58/100th dollars on the 8th 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 8th day of May 19 97; and 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; and if any installment is not paid at its maturity, then interest thereafter on the unpaid principal amount of said Note shall be computed at a rate per annum four percent in excess of the rate set forth above, which rate shall continue in effect until all past due principal and interest payments and post-maturity rate interest due as a result thereof have been paid; 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 GORDON REALTY COMPANY in said City.

NOTE DELETED

THAT, WHEREAS First Party has concurrently herewith executed an installment Note bearing even date here- with in the Principal Sum of THIRTY THOUSAND & NO/100ths (\$30,000.00)----- Dollars, made payable to BEARER in and by which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement, and hereinafter specifically described, the said principal sum and interest from May 7th, 1990 on the balance of principal remaining from time to time un- paid at the rate of 11.75% per cent per annum in installments as follows: FIVE HUNDRED TWENTY-FIVE & 58/100th dollars on the 8th day of June 19 90 and FIVE HUNDRED TWENTY-FIVE & 58/100th dollars on the 8th 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 8th day of May 19 97; and all such payments on account of the

THIS INDENTURE, Made May 4th, 19 90, between DROVERS BANK OF CHICAGO, an Illinois 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 December 9th, 1987 and known as trust number 87-192 and Chicago Title & Trust COMPANY an Illinois corporation herein referred to as TRUSTEE, witnesseth:

3879514 (AMORTIZATION FORM/LT) Cole Taylor Bank ft. OK TRUST DEED 63376

198708

6. Then, 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. Such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then sale 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 time when the Party, 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.

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 (even if described any Note which bears a certificate of identification purporting to be executed by a bona fide holder under or which contains in substance with the description herein contained of the Note and which purports to be executed on behalf of the 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 the Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar in which this instrument is recorded, and shall have been recorded or filed, in case of the resignation, liability or refusal to act of Trustee, the Recorder or Registrar 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 or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. Upon request from the holders of the Note, the First Party in addition to the principal interest payment provided for therein shall deposit monthly with the holders of the Note on the dates the installment payments are due, a sum equal to 1/12 of the general real estate taxes levied against the premises and/or the cost of insurance on the premises in an amount not less than the then hereof, to be applied on account of said taxes and/or said insurance when the same shall become due, using the amount of the last available tax and/or insurance bill, whatever the case may be, as a basis for the respective deposits. No interest shall be paid by the holders of the Note to the First Party, on account of said deposit for taxes and/or insurance. There shall be no obligation upon the holders of the Note to obtain any tax and/or insurance bill, or to pay any tax and/or insurance bill, except upon presentation of the current bill by the First Party, provided that the sum of the deposits then available is sufficient to cover the cost of the same.

12. Notwithstanding anything herebefore stated, First Party hereby waives any and all rights or exemption from sale under order or decree of foreclosure of this Trust Deed on behalf of the First Party and each and every person, except decree or judgment creditors of First Party, acquitting any interest in or title to said premises subsequent to the date hereof.

13. Without the advanced written consent of the holders of the Note, First Party does further covenant and agree that it will not transfer, convey or cause to be transferred or conveyed or suffer an involuntary transfer or conveyance of the premises or the beneficial interest in the trust holding title to the premises, including the transfer of possession of the premises pursuant to the sale thereof, under articles of agreement for the issue of a Warranty Deed, or otherwise, so long as the debt secured hereby subsists, and further, in the event of any such transfer by the First Party without the advanced written consent of the holders of the Note, the holders of the Note, in their sole discretion, and without notice to the First Party, may declare the whole of the debt secured hereby immediately due and payable and such transfer or conveyance null and void. The acceptance of any payment after any such transfer or conveyance shall not be construed as the consent of the holders of the Note to such transfer, nor shall it affect the right of the holders of the Note to proceed with such action as the holders of the Note shall deem necessary.

14. In the event the premises, or any part thereof are taken through the exercise of the power of eminent domain, the entire award for damages to the premises shall be the sole property of the holders of the Note, and shall be used and applied in reduction of the indebtedness due under said Note, in such order as the holders of the Note shall determine in their sole discretion, and the First Party hereby assigns to the holders of the Note, all right, title and interest in and to any award made pursuant to the proceedings wherein such power of eminent domain has been exercised and hereby authorizes and empowers the holders of the Note to receive and give acquittance thereof, to make, execute and deliver in the name of the First Party or any subsequent owner of premises, any release or other instrument that may be required to recover any such award; and to endorse checks in the name of the First Party.

15. In the event that the insurance proceeds are payable with respect to any claim arising out of policies that the First Party is required to maintain pursuant to subparagraph 9 of paragraph 1 hereof, the entire proceeds shall be the sole property of the holders of the Note and shall be used and applied in reduction of the indebtedness due hereunder, in such order as the holders of the Note shall determine in their sole discretion, and the First Party hereby assigns to the holders of the Note all its right, title and interest in and to such proceeds, and hereby authorizes and empowers the holders of the Note to receive and give acquittance thereof, to make, execute and deliver in the name of the First Party, or any subsequent owner of the premises, any release, proof of claim, or other instrument that may be required to recover the insurance proceeds; and to endorse checks in the name of the First Party. At the option of the holders of the Note and in their sole discretion, without any obligation to do so, the insurance proceeds may be used to repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed. Refusal on the part of the holders of the Note to accept the insurance proceeds for any such repair, restoration or rebuilding shall not relieve the First Party of its obligations under paragraph 1 hereof.

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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 here with under Identification No. CHICAGO TITLE & TRUST COMPANY TRUSTEE Trustee

"OFFICIAL SEAL" REBECCA A. MARYAS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/4/92

3/4/92

Notary Public Rebecca A. Maryas Given under my hand and notarial seal, this 7 day of May A.D. 1990

Assistant Secretary of said Bank, who are 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the corporate Secretary then and there acknowledged that he/she, as custodian of the corporate seal of this Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use and purpose therein set forth.

Lucille C. Hart

Assistant Vice-President - Trustee of DROVERS BANK OF CHICAGO, North M. Chappell

the undersigned the undersigned, in and for said County, Illinois, do HEREBY CERTIFY, that

STATE OF ILLINOIS COUNTY OF COOK } 55

ASSISTANT SECRETARY

ASSISTANT VICE-PRESIDENT - TRUSTEE

DROVERS BANK OF CHICAGO, Trustee as aforesaid and personally,

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer-Assistant Cashier, the day and year first above written.

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Anything hereinafter contained to the contrary notwithstanding, it is understood and agreed that DROVERS BANK OF CHICAGO, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereon.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, but the purpose of binding it personally, but this instrument is executed and delivered by DROVERS BANK OF CHICAGO, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against DROVERS BANK OF CHICAGO, its agents, or employees on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

16. At the request of the holders of the Note, the First Party agrees to furnish the holders of the Note at the end of each calendar year, or more often if requested by the holders of the Note, a report of the operations of the premises, prepared by accountants acceptable to the holders of the Note, consisting of at least a balance sheet and a statement of profit and loss.

17. Any other mortgage of the premises or other consensual lien thereon, including a collateral assignment of the beneficial interest in the trust, existing title to the premises, if any, made without the prior written approval of the holders of the Note shall give the holders of the Note the right, at any time, to declare the indebtedness secured hereby immediately due and payable.

9. K. Gordon 909 W 35th, Chgo

3/4/92

18. At the request of the holders of the Note, the First Party agrees to furnish the holders of the Note at the end of each calendar year, or more often if requested by the holders of the Note, a report of the operations of the premises, prepared by accountants acceptable to the holders of the Note, consisting of at least a balance sheet and a statement of profit and loss.