

# UNOFFICIAL COPY

0 3 8 9 4 2 5 2763707

PARCEL 1:

THAT PART OF LOTS 7 AND 8 IN COUNTY CLERKS DIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF DIXIE HIGHWAY AND HICKORY ROAD (FORMERLY ROE STREET), SAID POINT BEING 30 FEET SOUTH OF CENTER OF HICKORY ROAD AND 33 FEET EAST OF THE WEST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31 AFORESAID, THENCE SOUTH ALONG THE EAST

LINE OF DIXIE HIGHWAY SAID EAST LINE BEING 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 31, A DISTANCE OF 90 FEET FOR A PLACE OF BEGINNING, THENCE EAST ALONG A LINE PARALLEL WITH AND 90 FEET SOUTH OF THE SOUTH LINE OF HICKORY ROAD, A DISTANCE OF 148 FEET, THENCE SOUTH ALONG A LINE PARALLEL WITH AND 148 FEET EAST OF THE EAST LINE OF DIXIE HIGHWAY, A DISTANCE OF 154.31 FEET TO A POINT IN A LINE WHICH IS 903.38 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 149 FEET TO A POINT IN A LINE 297 FEET EAST OF AND PARALLEL TO THE EAST LINE OF THE DIXIE HIGHWAY, THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID DIXIE HIGHWAY, A DISTANCE OF 50 FEET TO A LINE 853.38 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTH EAST 1/4, THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 297 FEET TO THE EAST LINE OF DIXIE HIGHWAY, THENCE NORTH 204.31 FEET TO THE PLACE OF BEGINNING

ALSO

PARCEL 2:

THE NORTH 31 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF LOT 1 IN THE SUBDIVISION OF LOT 6 IN THE COUNTY CLERKS DIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1927 AS DOCUMENT NUMBER 9816722 IN BOOK 253 OF PLATS PAGE 2, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE EXTENDED 297 FEET TO THE EAST LINE OF DIXIE HIGHWAY, THENCE NORTH ALONG SAID EAST LINE OF DIXIE HIGHWAY, 346 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297 FEET, THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, 346 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

3891252

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TRUST DEED

SUBORDINATE

NOTE IDENTIFIED

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 26 19 90, between LaSALLE NATIONAL TRUST N.A. SUCCESSOR TRUSTEE TO LaSALLE BANK AS TRUSTEE UNDER TRUST NUMBER 115571, and not personally

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal 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 Fifty Thousand and Five Hundred and no/100 (\$50,500) Dollars,

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED July 26, 1990 UNDER TRUST NO. 115571

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 115571 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. 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 TRUST, N.A. personally to pay said note or any interest that may accrue 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 mortgagee 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 TRUST, N.A. 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. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

Form XX0133 5-1-90

Street, #1709, Chicago, IL without payment.

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 Mortgagors 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 mortgagors or their 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 conditions hereinafter set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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 mortgagors, their heirs, successors and assigns.

LA SALLE NATIONAL TRUST, N.A. as Trustee under Trust No. 115571 and not personally

WITNESS the hand and seal of Mortgagors the day and year first above written.

STATE OF ILLINOIS,

County of Cook

SS.

I, KATHY PACANA, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT SARAH WRBB VICE PRESIDENT

Rosemary Collins Assistant Secretary whose personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of July 19 90

Kathy Pacana Notary Public

Notarial Seal

Trustee's Exemption Rider Attached Hereto and is Part Hereof

72-55-259 (01)



JUL 03 1990 LEGAL DESCRIPTION AFFECTS PROPERTY ON CTF# 134/MO AND OTHER PROPERTY

763707

3891252

251828



JUL 03 1990  
LEGAL DESCRIPTION AFFECTS PROPERTY ON  
CHP# 1314056 AND OTHER PROPERTY

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Notarial Seal  
Form 807 Trust Deed - Includ  
Mortgagor - Secures One Installment Note with Interest Included in Payment

STATE OF ILLINOIS, County of Cook } SS.  
I, Robert J. Collins, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY

WITNESS the hand and seal of the said Notary Public, on this 19th day of July, 1990.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, and upon the terms and conditions hereinafter set forth, to the use and behoof of the Mortgagors do hereby expressly release and waive all rights and benefits the Mortgagors do hereby expressly release and waive.

This Trust Deed is non-negotiable and non-assignable.  
This Trust Deed is subordinate to Prom. Note and mortgage with LaSalle Northwest National Bank.  
\*After giving 15 days written notification to Ralph H. Epstein at 180 N. LaSalle Street, #1709, Chicago, IL without payment.

See Attached  
COOK AND STATE OF ILLINOIS, to wit: Village of Homewood

NOW, THEREFORE, the Mortgagors 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 Mortgagors in writing appoint, and in absence of such appointment, then at the office of Dr. A.K. Patel, as agent of company in Flossmoor Illinois, as the holders of the note may, from time to time, and interest, if not sooner paid, shall be due on the 1st day of August, 1994. All such payments on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal of August 1994 and four hundred and fifty-eight and 91/100 Dollars or more on the 1st day of August 1994 and fifty-eight and 91/100 (\$458.91) Dollars or more on the 1st day of August 1994 and interest (including principal and interest) as follows:

evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BRANK P.N.S. PARTNERSHIP  
and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 26, 1990 on the balance of principal remaining from time to time unpaid at the rate of 10 percent per annum in installments (including principal and interest) as follows:

FOUR HUNDRED AND FIFTY-EIGHT AND 91/100 (\$458.91) DOLLARS OR MORE ON THE 1ST DAY OF AUGUST 1994 AND FORTY AND FIFTY-EIGHT AND 91/100 DOLLARS OR MORE ON THE 1ST DAY OF AUGUST 1994 AND INTEREST, IF NOT SOONER PAID, SHALL BE DUE ON THE 1ST DAY OF AUGUST, 1994. ALL SUCH PAYMENTS ON THE 1ST DAY OF EACH MONTH THEREAFTER UNTIL SAID NOTE IS FULLY PAID EXCEPT THAT THE FINAL PAYMENT OF PRINCIPAL OF AUGUST 1994 AND FOUR HUNDRED AND FIFTY-EIGHT AND 91/100 DOLLARS OR MORE ON THE 1ST DAY OF AUGUST 1994 AND INTEREST (INCLUDING PRINCIPAL AND INTEREST) AS FOLLOWS:

2521683 3801525

THE COVENANT, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 thereof, 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 attorney's 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. 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 default hereunder on the part of Mortgagors.
- 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 thereof.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, 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 instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, 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.
- 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 or 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 overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 of Mortgagors at the time of application for such receiver 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 Mortgagors, 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: (a) 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; (b) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 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.
- Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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.
- 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 true and the note herein described any note which bears an identification or other purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on 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 by the persons herein designated as makers thereof.
- 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 of Deeds 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.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- Before releasing this trust deed Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 76-507  
CHICAGO TITLE AND TRUST COMPANY, Trustee  
By [Signature] Assistant Secretary/Assistant Vice President

MAIL TO: Martin J. McNally  
16327 S. Pulaski  
Markham IL 60426

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS ABOVE  
DESCRIBED PROPERTY HERE

PLACE IN RECORDER'S OFFICE BOX NUMBER

CHICAGO TITLE AND TRUST COMPANY  
72-55-254

15711009  
IN DUPLICATE