

TRUST DEED

3967131

755924

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 20, 1991, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated May 1, 1991 and known as trust number 113829-00, herein referred to as "First Party," and Chicago Title and Trust Company 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 FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$420,000.00)

made payable to ~~NEARER~~ CHO HUNG 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 May 21, 1991 on the balance of principal remaining from time to time unpaid at the rate of prime plus one percent per annum ~~INSTEAD OF~~ as follows: payable upon demand at any time.

Dollars on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ and

Dollars on the \_\_\_\_\_ day of \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

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 ~~prime plus one 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 CHO HUNG BANK in said City,

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, done by three persons 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:

LOTS 28 AND 29 IN BESTMANN'S ACRES UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO CURRENT TAXES AND ASSESSMENTS NOT YET DELINQUENT AND TAXES AND ASSESSMENTS FOR SUBSEQUENT YEARS; COVENANTS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS OF WAY AND EASEMENTS OF RECORD; ZONING ORDINANCES OR STATUTES AND BUILDING, USE AND OCCUPANCY RESTRICTIONS OF PUBLIC RECORD (THE "CONDITIONS")

SUBJECT FURTHER TO THE FOLLOWING RESTRICTIONS WHICH SHALL RUN WITH THE LAND (THE "RESTRICTIONS")

"NEITHER THE PARTY OF THE SECOND PART, NOR THEIR HEIRS, ASSIGNS OR LEGAL REPRESENTATIVES, LESSEES, OR SUBLISSEES, SHALL CONDUCT OR PERMIT THE CONDUCT ON THE PROPERTY OF, AND THE PROPERTY SHALL NEVER BE USED FOR:

- i. A GROCERY OR CONVENIENCE STORE SELLING AT RETAIL ANY FOOD OR FOOD PRODUCTS, DAIRY PRODUCTS, BEER, WINE OR OTHER ALCOHOLIC BEVERAGES FOR CONSUMPTION OFF THE PROPERTY, PROVIDED HOWEVER, THAT THE PROPERTY MAY BE USED AS A RESTAURANT WITH OR WITHOUT A CARRY OUT OF PREPARED FOOD; OR
- ii THE SALE OF MOTOR FUELS AND PETROLEUM PRODUCTS."

Property Address: 680-696 Potter, Des Plaines, Illinois

PIN: 09-15-308-015-0000, 09-15-308-016-0000

3967131

L I V E R Y CITY 10 S. Wacker Drive, Suite Chicago, Illinois 60606

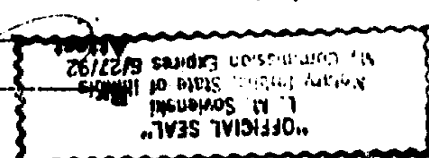
Des Plaines, IL

OR INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... CHICAGO TITLE & TRUST COMPANY, TRUSTEE

STATES OF ILLINOIS COUNTY OF COOK... DO HEREBY CERTIFY, that NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, organized under the laws of the United States of America, and authorized to do business in and for said County, in the State of Illinois, is the true and lawful owner of the above described property...



ASSISTANT SECRETARY... VICE PRESIDENT... American National Bank and Trust Company of Chicago

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and signed by the Assistant Secretary, the day and year first above written.

11. A Rider is attached hereto and made a part hereof!

1. This deed is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon it and vested in it as such Trustee and it is expressly warranted and agreed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon it and vested in it as such Trustee, that the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, is the true and lawful owner of the above described property and that the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, is the true and lawful owner of the above described property and that the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, is the true and lawful owner of the above described property...

3967131

RECEIVED

NAME  
ADDRESS  
CITY

CHO HUNG BANK  
CHICAGO BRANCH  
10 S. WACKER DRIVE, 1850  
CHICAGO, ILLINOIS 60606

OR

INSTRUCTIONS

Dem Plating, IL

680-696 Postage

FOR RECORDING IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 15th day of August, 1965.

COOK COUNTY CLERK

This instrument was prepared by JAY H. KIM, 5715 N. LINCOLN AVENUE, SUITE 200, CHICAGO, ILLINOIS 60659

NOTE IDENTIFIED

See the attached Exhibit "A" for full description

15179800

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15179800



holders of the note, such rights to be exercised by the holder of the note... to deliver all policies, including additional and renewal policies...

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do an accounting to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate...

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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 installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to pay any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 an 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 court 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, guarantee 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 defend against such suit...

5. 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute indebtedness additional to the indebtedness secured hereby and mentioned in the note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the lien 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 First Party, its successors or assigns, exercise the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or advisable 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 under, 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 its 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 deliver 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 the recitals herein contained which describe any note which bears a certificate of identification pertaining to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and it has not 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 First Party.

10. 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 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 or recorder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. A Rider is attached hereto and made a part hereof!

3957131

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, 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 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 American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness securing hereunder, or to perform any contract, express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming a right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or owners of said note and the owner or owners of any indebtedness securing hereunder shall look solely to the premises to be 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 mortgagor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused three presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.



"OFFICIAL SEAL" L. M. SOVIENSKI Notary Public, State of Illinois My Commission Expires 6/27/92

American National Bank and Trust Company of Chicago Vice President Assistant Secretary

STATE OF ILLINOIS COUNTY OF COOK

L. M. SOVIENSKI, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and Anita M. Lukins, Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice-President and Assistant Secretary, respectively, executed before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary acts, and the free and voluntary act of said national banking association, as Trustee, for the use and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as a member of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and so the free and voluntary act of said national banking association, as Trustee, for the use and purposes therein set forth.

Given under my hand and Notarial Seal this... day of MAY 20 1991 at... My commission expires...

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 instrument Note mentioned in the within Trust Deed has been identified hereunder under Identification No. 706924 CHICAGO TITLE & TRUST COMPANY, TRUSTEE

ASST. SECRETARY

# UNOFFICIAL COPY

RIDER ATTACHED TO THE TRUST DEED DATED MAY 20, 1991 WHICH WAS EXECUTED BY AMERICAN NATIONAL BANK & TRUST CO. OF CHICAGO, U/T/A DATED MAY 1, 1991 AND KNOWN AS TRUST NO. 113829-00 IS HEREBY EXPRESSLY MADE AN INTEGRAL PART OF THE TRUST DEED.

12. The undersigned hereby acknowledge that they are justly indebted upon the principal amount from time to time remaining with interest as provided. The undersigned covenant and agree to pay said indebtedness and the interest thereon as herein provided, and to pay any and all indebtedness of any and every kind now or hereafter owing and to become due from the undersigned to the afore-named bank in the said Principal Note or its successors in trust, howsoever created or arising, whether under any instrument, agreements, guaranties or dealings of any and every kind now existing or hereafter entered into between the undersigned and the bank or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges, provided, and any and all renewals or extensions of any of the foregoing.

13. The undersigned herein represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of subparagraph (c) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended, 1985 ILL. REV. STAT., Ch. 17, Sec. 4-204(c).

14. The undersigned hereby agree that should the undersigned sell, convey, transfer, dispose of or further encumber said property or any part hereof, or should the undersigned transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate their rights, titles or interest in the property securing this Principal Note without first obtaining the written consent of the bank, the entire unpaid principal balance remaining at the time of such transfer, assignment or hypothecation shall immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as a consent of the bank or the noteholder to such assignment, transfer or hypothecation nor shall it affect the noteholder's right to proceed with such action as the noteholder shall deem necessary.

15. The undersigned do hereby authorize irrevocably any attorney or any Court of Record to appear for the undersigned debtors in such court, during term time or vacation, at any time after maturity and to confess judgment without process against the undersigned debtors in favor of the holder of the said Principal Note, for such amount as may appear to be unpaid thereon, together with interest, costs of collection and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

IN WITNESS WHEREOF, the parties herein affixed their signatures on the day first above written.

American National Bank & Trust Co.  
of Chicago as Trustee, as aforesaid,  
and not personally.

By:  Vice Pres.

Attest:  Asst. Sec.

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

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INDUPLICATE

03967131

CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

MAY 24 PM 1:55

Submitted by

Address

Phone

District

03967131

Name

Meyers

ATGF

29 S. LA SALLE