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Property of Cook County Clerk's Office

Lots 1, 2 and 3 (except the North 4.00 feet thereof, measured at right angles) in Herbert Schmeisser's Subdivision of that part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 24, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows - Beginning at the Northwest corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 24 aforesaid; thence East along the North Line of said Section 210.0 feet; thence South along a line at right angles to said North Line, a distance of 218.0 feet; thence West along a line parallel to the North Line of said Section to the West Line of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section; thence North along said West Line to the place of the Registrar of Titles of Cook County, Illinois, on June 16, 1961, as Document Number 1982982, and to Surveyor's Certificate of Correction registered as Document Number 2482093.

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0 9-24-201-020

LEGAL DESCRIPTION

EXHIBIT A

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ABTV0090-215/007
MDK/lg
07/19/91

RIDER

THIS RIDER is attached to and thereby made a part of that Part Purchase Money Junior Trust Deed, dated July 19, 1991, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, as aforesaid, and not personally, as Mortgagor, and CHICAGO TITLE AND TRUST COMPANY, as Trustee. The Mortgagor hereby further agrees as follows:

1. In addition to the regularly scheduled monthly payments of mortgage principal and interest, the Mortgagor shall also deposit with the Holder of the Note each month, commencing August 1, 1991, a sum equal to one-twelfth (1/12) of the reasonably estimated, by the Holder of the Note, yearly real estate tax bill and insurance premiums for the premises. Within fifteen (15) days after the issuance of each such yearly real estate tax bill or insurance premium notice, the Mortgagor shall forward said bill or premium notice to the Holder of the Note together with the amount, if any, by which the said tax bill or insurance premium exceeds the amount previously deposited therefor by the Mortgagor with the Holder of the Note. Upon receipt of such tax bill or insurance premium notice and additional payment, if any, the Holder of the Note shall promptly pay the amount due under such tax bill or insurance premium to the proper governmental body or insurance company and shall forward to the Mortgagor a receipted copy of said paid tax bill or insurance premium notice. However, it shall be the sole responsibility of the Mortgagor to obtain a copy of the yearly real estate tax bill and insurance premium notices and to insure that same is delivered to the Holder of the Note for payment and, in the event the Holder of the Note does not receive said tax bill or premium notice in time to promptly satisfy such real estate tax or insurance premium payments, the Holder of the Note shall not be liable or responsible for any penalty imposed on any delinquent payment or for any forfeiture or cancellation for any non-payment. Further the Holder of the Note shall not be responsible or liable to the Mortgagor for the payment of any interest on the funds held by the Holder of the Note pursuant to this paragraph. Provided, however, so long as the Mortgagor makes similar deposits into a real estate tax and insurance premium escrow required and maintained by the holder of the first mortgage on the Premises, the provisions of this paragraph shall not be in effect.
2. It shall be a condition hereof that the Mortgagor shall carry and maintain at all times during the term hereof at the sole cost and expense of the Mortgagor, extended coverage fire insurance on the premises in an amount not less than the full insurable replacement value thereof and comprehensive liability insurance covering the premises. The Trustee and the Holder of the Note shall be named as additional insureds in all said policies. Such liability insurance shall provide for limits of liability in respect to personal injury of not less than \$1,000,000.00 for each person and \$3,000,000.00 for each occurrence and, in respect to property damage, a broad form policy with minimum limits of liability of \$500,000.00 per occurrence. However, the inclusion of the Trustee and the Holder of the Note as such additional insureds shall in no way imply that they have any right, title, or interest to the premises, other than as mortgagee, and shall not imply in any way that they have control over the operations of the premises. The Mortgagor shall indemnify, defend and hold harmless the Trustee and the Holder of the Note from any claims for liability for personal injury or property damage which may arise as a result of incidents occurring upon the premises.
3. All insurance policies required by Paragraph 2 above shall be placed with companies reasonably satisfactory to the Holder of the Note and qualified to do business within the State of Illinois, and said policies shall provide that the same shall not be cancelled unless thirty (30) days prior written notice of cancellation has been served upon the Trustee and

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the Holder of the Note. The Mortgagor agrees to have included in said policies a waiver of subrogation by the insurance carrier. Certificates evidencing such policies of insurance shall be furnished to the Holder of the Note by the Mortgagor on the date hereof.

4. During the term hereof, the Mortgagor will not permit any mechanics liens or other lien or encumbrance of any kind superior to this Trust Deed to be placed upon the premises or upon any building or improvement thereon, except a first mortgage lien. In the event of the filing of any such lien or other encumbrance against the premises, which filing shall be considered a material default hereof, the Holder of the Note shall have the right, but shall not be obligated, to promptly pay same without inquiry as to the validity thereof and any such payment made by the Holder of the Note shall be promptly and immediately repaid by the Mortgagor to the Holder of the Note upon notice thereof by the Holder of the Note to the Mortgagor, which repayment shall include any and all expenses and interest and shall be considered so much additional principal due pursuant hereto. Provided, however, the filing of any such mechanics lien shall not be considered a material default and the Holder of the Note shall have no right to pay or satisfy the same for so long as the Mortgagor shall contest same with all due diligence and thereafter until thirty (30) days after the entry of the final judgement adverse to the Mortgagor, which shall not have been satisfied within said thirty (30) day period.
5. The Mortgagor shall not convey or transfer the premises or any of the improvements located thereon during the term hereof without the prior written consent of the Holder of the Note, which consent, if at all, may require the acceleration of the entire unpaid principal balance of the Note.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee,
as aforesaid, and not personally

By: _____

Attest: _____

The terms and conditions contained in this instrument to the Mortgagee
herein making this instrument a part of the proceeds of the Trust
and its liability thereon shall be subject to the terms of the Trust.

COOK County Clerk's Office

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JUNIOR

TRUST DEED

This instrument prepared by: Marshall D. Krolick, 225 West Washington, #1700, Chicago, IL 60606

NOTE IDENTIFIED

THE ABOVE SPACE FOR RECORDERS USE ONLY

D-1 73-13-157

THIS INDENTURE, Made July 19 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 June 28, 1991 and known as trust number 114137-05, herein referred to as "First Party" and CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation doing business in Chicago, IL 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 TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00)

made payable to BEARER 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 the date hereof on the balance of principal remaining from time to time unpaid at the rate of ten (10% per cent per annum in instalments as follows: TWO THOUSAND TWO HUNDRED SEVENTY-ONE AND 80/100 (\$2,271.80)

Dollars on the first day of September 1991 and TWO THOUSAND TWO HUNDRED SEVENTY-ONE AND 80/100 (\$2,271.80) Dollars on the first 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 first day of August 1996. 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 18 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 ABT TELEVISION AND APPLIANCE CO. INC. IN MORTON GROVE, IL 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, 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:

Legal description see Exhibit A attached hereto and thereby made a part hereof.

*through and including July 1, 1996 and a

The Trust deed securing this note is a second lien on the premises conveyed thereby and is subject to the lien of another deed on the same dated JULY 15 1991 recorded JULY 24, 1991 as document 3982344 for all advances made or to be made on the noted secured interest last named trust deed and for other purposes specified therein.

THIS IS A PART PURCHASE MONEY JUNIOR TRUST DEED ALSO SEE RIDER ATTACHED HERETO AND THEREBY MADE A PART HEREOF.

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, 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 hereinafter 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 improvement 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 mechanics 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 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 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 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 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

NAME Marshall D. Krolick
STREET Deutsch, Levy & Engel, Chtd.
225 W. Washington Street
Suite 1700
CITY Chicago, IL 60606

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
7315 W. Dempster Street
Niles, Illinois 60648

INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY

ASSISTANT SECRETARY

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN AS BEING THE TRUST DEED

FOR THE PROTECTION OF HOTEL THE BORROWER AND LENDER.

IMPORTANT

The instrument Note mentioned in the within Trust Deed has been identified

My commission expires

Given under my hand and Notarial Seal this

day of

19

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

DO HEREBY CERTIFY, that

NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and

ASSISTANT SECRETARY, respectively, reported before me

that they acted and delivered the said instrument as their own and voluntary act, and

that they acted and delivered the said instrument as their own and voluntary act, and

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that they acted and delivered the said instrument as their own and voluntary act, and



OFFICIAL SEAL
L. M. SCOVENSKI
Notary Public, State of Illinois
My Commission Expires 08/27/1922

American National Bank and Trust Company of Chicago

Assistant Secretary

VICE PRESIDENT

CHICAGO TITLE INS.

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JUL 24 PM 1:03

MOSELEY BRANN

DUPLICATE

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