

UNOFFICIAL COPY



TRUST DEED

768999

CTTC 8

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 30 19 91 between American National Bank and Trust Corporation, 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 July 11, 1989 and known as Trust Number 10-8827-02 herein referred to as "First Party," and Chicago Title and Trust Company of Chicago

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 Four Hundred Thousand and no/100 (\$400,000.00) Dollars,

made payable to THE ORDER OF 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 December 30, 1991 on the balance of principal/remaining from time to time unpaid at the rate of \* percent per annum in installments of interest as follows:

~~Dollars or more on the 1st day of February 19 92 and \*~~

~~Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of all interest if not sooner paid, shall be due on the 1st day of January, 1995.~~ 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 any interest—such installments unless paid when due shall bear interest at the rate of \* 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 \* 2 and principal 1 and the unpaid principal balance 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 situated and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

\* AS SET FORTH IN THE NOTE See Exhibit A attached hereto and 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 thereon 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 thereon 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, in-door beds, awnings, trees, 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 for the use and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Until the indebtedness of said shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or 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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; (j) 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 to deliver all policies, including additional and renewal policies, to holders of the note; and in case of insurance about to expire, to deliver renewal

MAIL TO:

THIS DOCUMENT PREPARED BY:  
LAWRENCE C. ROSKIN  
35 EAST WACKER DRIVE  
SUITE 1300  
CHICAGO, ILLINOIS 60601

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

118 East Cullerton

Chicago, IL 60616

P.T. & N. 17-22-307-043, 044 and 045

PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

NOTE DESTROYED

Legal doc reflects proper def 113 786-1-2 9/2/84 4882 12-31-91

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policies not less than ten days prior to the expiration of the Trust or the holders of the note may, but need not, make... perform any act hereinbefore set forth...

2. The Trustee or the holders of 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 thereon.

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 do 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 hereon. In any suit to foreclose the lien hereon, 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 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.

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 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 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 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 First Party, its successors or assigns, 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 case, 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.

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, or to inquire into the validity of the signatures or the indentities, 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.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation or 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 herein described any note which bears an identification number supporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which reports 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 person herein designated as maker thereof.

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 and which purports to be executed by the person herein designated as maker thereof.

11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

12. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its fee schedule attached with the release of this trust deed. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under the 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.

13. This trust deed is executed by the authority conferred upon and vested in each of the undersigned and agreed that nothing herein or in any note contained shall be construed as personally to pay the same or any interest thereon, but that the same shall be construed as performed by or for the account of the First Party, its successors or assigns, and that the legal holder or holders of said note and the owner or owners of 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 for, shall not personally but as Trustee as aforesaid, have caused the same to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year of the above written.

14. WITNESS WHEREOF, the Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year of the above written.

1 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO As Trustee as aforesaid and not personally.

By [Signature] ASSISTANT VICE-PRESIDENT
Attest [Signature] ASSISTANT SECRETARY

Corporate Seal
STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the Grantor, 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 Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

OFFICIAL SEAL
ANNE M. MARCHERT
Notary Public, State of Illinois
My Commission Expires 4/23/94

FOR THE PRODUCTION OF THE INSTRUMENTS TO BE FILED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, THE TRUST DEED SHOULD BE FILED FOR RECORD.

Date DEC 31 1991
[Signature] Notary Public
Instrument No. 708999
Identification No.
CHICAGO TITLE AND TRUST COMPANY, Trustee
[Signature] TRUSTEE

CHICAGO TITLE AND TRUST COMPANY

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LOT 1 IN BLOCK 8 IN GEORGE SMITH'S ADDITION TO CHICAGO, ILLINOIS, SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1:

LOT 4, 1/4 BLOCK 14, (EXCEPT SO MUCH AS HAS BEEN TAKEN FROM THE BEAR THEREOF, FOR A RAILWAY) IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

Property of Cook County Clerk's Office

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F123-606

LOT 12 AND LOT 13 (EXCEPT THE NORTH 15-5/12 FEET OF (13) IN BLOCK THREE (3), IN WILLIAM JONES' ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOT "A" IN PLAT OF PARTITION OF A 79 AND 34/100 ACRE TRACT AND OF LOT 7 IN PLAT OF PARTITION OF 49-99/100 ACRE TRACT, BOTH IN THE SOUTHWEST QUARTER (1/4) OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING OF LOTS 53 AND 54 IN BLOCK 10; LOTS 59 AND 60 IN BLOCK 9; LOTS 66 AND 69 IN BLOCK 8; LOTS 71 AND 72 IN BLOCK 7; LOTS 77 AND 78 IN BLOCK 6; LOT 1 IN BLOCK 5; LOTS 1 AND 2 IN BLOCK 12; LOTS 1 AND 2 IN BLOCK 13; LOTS 1 AND 2 IN BLOCK 14; LOTS 1 AND 2 IN BLOCK 15 AND LOTS 1 AND 2 IN BLOCK 16, IN ASSESSOR'S DIVISION OF SAID SOUTHWEST QUARTER (1/4) OF AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 1:

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EXHIBIT A

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Property of Cook County Clerk's Office

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EXHIBIT 2 A