

UNOFFICIAL COPY

TRUST DEED

543857

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60249944
5/16/00

FORM RIS 1/62 THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 18th 19 71, between ANDERSON INDUSTRIES, INC.

a corporation, organized under the laws of ILLINOIS, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or 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 NO/100 (\$50,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

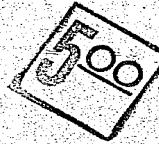
and due, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from Disbursement Date on the balance of principal remaining from time to time unpaid at the rate of 9 per cent per annum in instalments as follows: FIVE HUNDRED SEVENTY AND NO/100 (\$570.00)-----

Dollars on the 25th day of JULY 1971 and FIVE HUNDRED SEVENTY AND NO/100(\$570.00)

Dollars on the 25th 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 25th day of JUNE 1976. 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in ALSIP 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 ALSIP BANK in said City,

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also to secure the sum of One Dollar in hand paid thereon whereof is herein acknowledged, do by their present attorney and attorney unto the Trustee, its successors and assigns the following described premises and all of its estate, right, title and interest therein situate, bounded being in the COUNTY OF COOK AND STATE OF ILLINOIS.

Lots 21, 22, and 23 in Rexford Bellamy's subdivision of Lot 4 of Egan's Subdivision of the East 1/2 of the South East 1/4 in Section 1, Township 36 North, Range 13 and the Land West of Western Avenue of the South 1/2 of the West 1/4 of the South West 1/4 of Section 6, Township 36 North, Range 14 East of the Third Principal Meridian, In Cook County, Illinois.



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 Mortgagor may be entitled thereto (which are pledged primarily and on a ratable basis with said real estate and not secondarily), and all appurtenances thereto, including, without limitation, all fixtures, furniture, equipment, machinery, tools, apparatus, single units, or centrally controlled, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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 all fixtures, furniture, equipment, articles or articles hereinafter placed in the premises by the mortgagor or his 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, upon the uses and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions appear in 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 mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on day and year first above written, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

ANDERSON INDUSTRIES, INC.

BY *Edward Anderson* ASSISTANT VICE PRESIDENT

ATTEST: *Lillian Anderson* SECRETARY

MARTHA BROOKS

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

EDWARD ANDERSON President of the ANDERSON INDUSTRIES, INC.

and LILLIAN ANDERSON Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and to have 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 had no knowledge of any other person having signed the foregoing instrument than as the free and voluntary act of the said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes set forth.

GIVEN under my hand and Notarial Seal this 26th day of June A.D. 19 71.

Martha Brooks

NOTARY PUBLIC

21 531 950

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

1. Mortgagor shall: (1) promptly repair, restore or rebuild any buildings or improvements 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 mechanic's 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, including taxes, assessments, water rates, rents, insurance premiums, and all other charges which may be lawfully assessed against the premises; (4) pay all reasonable time any building or buildings now or at any time hereafter erected upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall 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 money sufficient either to pay the cost of replacing or repairing the same or to pay the amount of the loss or damage, whichever is less, and in case of loss or damage, to Trustee for the benefit of the holder 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

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 offices 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.

the note, or (b) the default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When indebtess, hereby secured, shall become due, whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the encumbrance 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, postware, for documents, and lawyer's expenses, stenographer's charges, publication costs, and costs which may be entailed, as to items to be appraised after encumbrance.

for delays for documents and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of judgment) which may be incurred by Plaintiff or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale of the property described in the title to the property. All expenditures and expenses of the nature in this connection shall be paid by Plaintiff or holders of the note and will be included in the amount to be paid by Plaintiff or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, or (b) any negotiations for the cancellation of any note or suit for the foreclosure hereof entered into prior to the date of entry of judgment.

8. The proceeds of any forced sale or expenses incident to the forced sale under the term "forced sale" constitute a debt and interest, remaining unpaid, shall be paid by the lessee to the lessor, and the proceeds of any forced sale of the premises shall be distributed and apportioned in the following order of priority: First, on account of all costs and expenses additional to that evidenced by the note, with interest accrued as herein provided; third, all other items which have been overpaid by the lessee to the lessor, with interest accrued as herein provided; second, all other items which have been overpaid by the lessor to the lessee, with interest accrued as herein provided.

Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such appointment, and without regard to the amount of the debt or the value of the property mortgaged, or to the amount of the deficiency or the amount of the foreclosure judgment, and, in case of a sale, and a deficiency, during the full statutory period of collection of the rents, issues, and profits of said premises during the pendency of such appointment, whether there be redemption or not, as well as of such

procedure suit and "In case of a sale and deficiency," during the full statutory period of redemption, whether there be recompensation or not, as well as during the period of time which would be necessary to collect the amount due and all other expenses of protection, possession, control, management and operation of the premises during the 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 of the debtor to the party herein described; provided such application is made prior to the date of sale; (2) the deficiency in case of a sale and deficiency; (3) no action in an action at law upon the note hereby secured.

11. 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.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be liable to record this trust deed or exercise any power herein given unless expressly obligated by the law of record, nor be liable for any acts or omissions hereunder, except in case of its own negligence or misconduct or that of the agent or employee of Trustee, and it may require indemnities satisfactory to it before extending any power herein.

13. Trustee shall release this trust deed and the lien thereon by process of law upon presentation of satisfactory evidence that all indebtedness secured

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Register of Titles in which this instrument shall have been recorded.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and to the estate of Mortgagor, his heirs, executors, administrators, and successors.

16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment.

foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUL 1 '71 3:04 PM

Sidney R. Chen
RECOGNIZED BY DEEDS

I M P O R T A N T

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST
DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Deed has been identified herewith under Identificative No. **343357**

CHICAGO TITLE AND TRUST COMPANY, as Trustee.

~~Assistant Secretary
Assistant Vice President
Trust Fund~~

D NAME ALSIP RANK
E
L STREET 11900 SOUTH CRAWFORD AVENUE
V CITY ALSIP, ILLINOIS 60658
E
R OR
Y INSTRUCTIONS 533

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

END OF RECORDED DOCUMENT