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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 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 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 an 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 a certificate of identification purporting 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 never 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 Register 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
11. As used herein the word "mortgage" shall mean this Trust Deed, "Mortgagor" shall mean First Party and "Mortgagee" shall mean UNITY SAVINGS ASSOCIATION. If HOWARD I. BASS should be unwilling or unable to act, then MITCHELL H. BASS shall be successor trustee hereunder with all powers as if he had been original named trustee hereunder.
12. The provisions of a Rider, attached hereto as Exhibit "B" and executed by Mortgagor, are hereby incorporated by reference.

THIS TRUST DEED is executed by the La Salle National Bank, 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 said La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument), 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 La Salle National Bank personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said La Salle National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to 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 or by action to enforce the personal liability of the guarantor, if any.

WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents 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 first above written.

LA SALLE NATIONAL BANK, as Trustee as aforesaid and not personally,
By [Signature] ASSISTANT VICE-PRESIDENT
Attest [Signature] ASSISTANT SECRETARY

Linda M. Zurek
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
JAMES A. CLARK
Assistant Vice President of the LA SALLE NATIONAL BANK, and

[Signature] Assistant Secretary
of said Bank, who are personally known to me to be the same persons whose names 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 foregoing instrument as their own and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, has hereunto affixed the same to the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

under my hand and notarial seal, this September 1966
[Signature] 1966
Notary Public
My Commission Expires July 23, 1974

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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. [Number]
Trustee [Signature]

FILED FOR RECORD
SEP 26 '73 11 05 AM
*22491501

BOX 533	TRUST DEED	LaSalle National Bank	CHICAGO
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EXHIBIT "A"

<u>Block</u>	<u>Lots</u>
51	26 - 36, both inclusive, 38
52	1 - 6, both inclusive 8 - 14, both inclusive, 25 29 - 38, both inclusive
53	3, 5, 6, 7, 9, 11, 12, 14, 22, 25 - 38, both inclusive
54	1, 3 - 14, both inclusive, 21, 22, 28, 31
55	2, 15, 16, 17, 19, 20, 21
56	1 - 16, both inclusive
58	1 - 6, both inclusive
59	1, 2, 3, 6, 7, 8
60	6, 12 - 15 both inclusive
61	1 - 19, both inclusive 22 - 28, both inclusive SOUTH 7.64 FT. 29
62	21 - 38, both inclusive

All in Percy Wilson's Keystone addition to Arterial Hill, a Sub-division of the South Half of the Northwest Quarter of Section 16, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

A N D

<u>Block</u>	<u>Lots</u>
66	1 - 30, both inclusive
67	1 - 22, both inclusive
68	1 - 38, both inclusive
69	1 - 38, both inclusive
70	1 - 29, both inclusive
71	1, North 1/2 of 2, 3, 4
72	All
73	1 - 4, both inclusive
74	1 - 8, both inclusive, 11 - 13, both inclusive
75	1 - 11, both inclusive
76	1 - 14, both inclusive
78	1 - 38, both inclusive

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Cook County Clerk's Office

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<u>Block</u>	<u>Lots</u>
79	1 - 10, both inclusive 12 - 28, both inclusive 30 - 38, both inclusive
80	1 - 9, both inclusive
81	1 - 14, both inclusive

All in Percy Wilson's Eastgate Addition to Arterial Hill, a Sub-division of the South Half of the Northwest Quarter of Section 16, Township 35 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois.

The following is a description of the lots to be included in the proposed development:

That certain lots in Block 79, 80 and 81, Eastgate Addition of the South Half of the Northwest Quarter of Section 16, Township 35 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, considered as follows: The lots between 1 and 80 feet of width along the street.

All lots in this Area A, lots to be determined with reference to the planned fair development plat to be prepared, a Map 40 lots on Wallace Avenue, as defined below, six model lots to be chosen by GLENNER and name lots not presently owned by La Salle National Bank Trust Co. #4424 and not planned for purchase for a total of 44 lots:

Model Development Amount	\$1,000 per lot
Developer Fee Amount	500 per lot
	\$1,500

That 40 lots along Wallace Avenue in the name of the La Salle National Bank Trust Co. #4424, as defined in the proposed fair development plat to be prepared, along the West Half of Blocks 51 and 52 and the West Half of Blocks 54 and 55:

That 40 lots in Block 79, 80 and 81, Eastgate Addition of the South Half of the Northwest Quarter of Section 16, Township 35 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, considered as follows: The lots between 1 and 80 feet of width along the street.

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RIDER ATTACHED AS EXHIBIT "B"

13. Mortgagor (on its own behalf, on behalf of the trust estate created by said trust agreement, on behalf of all persons beneficially interested in said trust estate, and on behalf of each and every person, except decree and judgment creditors of Mortgagor in its representative capacity and of said trust estate acquiring any interest in or title to the premises subsequent to the date hereof) HEREBY WAIVES ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE. Mortgagor represents that it is authorized and empowered by said trust agreement or by the person having a power of direction over Mortgagor to make the waiver contained in this paragraph.

14. Mortgagor shall have the right from time to time to obtain releases from the lien hereof upon payment as follows:

Note: All releases from the mortgage securing this loan are subject to the provisions of subparagraph (g) below.

(a) Single Family Area (Area "A") in Blocks 51, 52, 53, 54, 55 (W 1/2), 60 (W 1/2), 61 and 62 (E 1/2) in Percy Wilson's Keystone Addition of Arterial Hill, being an subdivision of the Southeast Half of the Northwest Quarter of Section 16, Township 35 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, considered as follows: GLENGATE represents that the lots herein described have between 42 and 60 feet of frontage on road or street.

(1) All lots in this Area A, lots to be determined with reference to the Planned Unit Development plat to be prepared, except 40 lots on Wallace Avenue, as defined below: six model lots to be chosen by GLENGATE and nine lots not presently owned by La Salle National Bank Trust No. 44426 and not planned for purchase, for a total of 44 lots:

Debt Repayment Amount: \$1,000 per lot
Release Fee Amount: 500 per lot
\$1,500

(ii) 40 lots along Wallace Avenue in the Area A, as defined above; that is, 40 lots according to the Planned Unit Development plat to be prepared, along the East Half of Blocks 53 and 62 and the West Half of Blocks 54 and 61:

No debt repayment amount or release fee amount. Two lots from this group will be released upon payment of all debt and release fee amounts for one lot in the rest of Area A, as defined in subparagraph (i) above.

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(b) Quadrominium Area (Area "B") in Block 55 (E 1/2), 56, 58, 59 and 60 (E 1/2), a total of 57 building sites, except for three model sites to be chosen by GLENGATE, for a total of 54 building sites:

Debt Repayment Amount	\$1,250 per site
Release Fee Amount	750 per site
	\$2,000

Note: "Site" and "Building Site" are defined in Paragraph 15 below.

(c) Townhouse Area (Area "C") in Blocks 66, 67, 68, 69, 70 and 71 in Percy Wilson's Eastgate Plan. Additional to Arterial Hill, being a Subdivision of the South Half of the Northwest Quarter of Section 16, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, considered as follows:

(i) The first 33 building sites out of a total of 66, to be determined with reference to a Planned Unit Development plat to be prepared:

Debt Repayment Amount	\$2,000 per site
Release Fee Amount	775 per site
	\$2,775

(ii) The remaining 33 building sites to be released according to the plan of subparagraph (f) below.

(d) Condominium Area (Area "D") in Blocks 72, 73, 78, 79, 80 and 81, for a total of 17 building sites:

To be released according to the plan of subparagraph (f) below.

(e) Apartment Area (Area "E") in Blocks 74, 75 and 76, for a total of eight building sites:

To be released according to the plan of subparagraph (f) below.

(f) The second 33 townhouse building sites (paragraph (c)(ii) above), the 17 condominium area building sites (paragraph (d) above), and the eight apartment area building sites (paragraph (e) above) will be released as follows:

Upon the bona fide sale of one of these building sites to a third party purchaser, the site so sold shall be released upon the payment of 6% of the sales price to UNITY.

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(g) There will be no releases from the lien of the mortgage securing this \$176,000 loan for any lot or building site until there are payments made to UNITY on the \$525,000 loan and on the \$75,000 loan sufficient to obtain releases of those loans for that lot or building site. In the event any other Additional Loan has been opened, debt repayment amounts and release fee amounts for those loans must be received prior to or simultaneously with the obtaining of a release from this \$176,000 loan for any lot or building site.

15. As used throughout this Agreement, a "site" or "building site" is to be determined by reference to the Planned Unit Development plat to be prepared and refers to the land actually occupied or to be occupied by the building as actual construction on that plat places it.

16. This Mortgage also secures the performance by Mortgagor and its beneficiaries of a certain loan agreement of even date herewith executed by the Mortgagor's beneficiaries and the Mortgagee, covering the loan on the mortgaged premises. Said loan agreement requires the payment of release fees in addition to the principal and interest evidenced by the note and this Mortgage.

17. Proceeds of the loan are to be used for the following purposes:

(a) \$4,400 for the service fee on this \$176,000 loan.

(b) \$52,200 as and for an interest reserve on loans made by UNITY to GLENGATE, as follows:

(i) A reserve for interest on the \$525,000 loan of \$30,000.

(ii) Reserve for interest on the \$75,000 loan of \$5,000.

(iii) A reserve for interest on this \$176,000 loan of \$10,200.

(c) \$22,000 for 1972 real estate taxes.

(d) Payment of interest on the \$525,000 loan in the amount of \$7,000.

(e) \$97,400 to be used for the following purposes, in the following approximate amounts. These amounts are tentative only. GLENGATE represents that these are reasonable estimates of the items referred to, but it is understood that the estimates may vary by some reasonable amount. GLENGATE may use this \$97,400 for only the purposes here listed but may redistribute the amounts spent on each of the following categories by some reasonable amount according to its needs:

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(i) Building permits, relating to new construction in the project	\$15,400
(ii) A reserve for fees for opening construction loans from lenders other than UNITY	27,000
(iii) Advertising, relating to new construction in the project	20,000
(iv) Architect's fees for new construction, legal and appraisal fees	15,000
(v) Model area: \$5,000 for landscaping, signs, etc. and \$15,000 for interest payments, utilities, etc. (a reserve)	20,000

18. Mortgagor may cure any default arising hereunder resulting from the filing of a suit, notice or claim for a mechanic's lien by delivering to Mortgagee within 20 days of the date of the notice or filing either (a) a commitment for title insurance insuring the lien hereof as being superior to the asserted mechanic's lien, or (b) a surety bond from a surety acceptable to Mortgagee in one and one-half times the amount claimed guaranteeing payment or discharge of said lien.

19. Prior to exercising any remedies of default with respect to this loan, Mortgagee will deliver a notice to GLENGATE of such default, and GLENGATE shall have 120 days thereafter to cure said default. If GLENGATE has not cured said default within said 120 day period, then UNITY may proceed to enforce all default provisions hereof.

At any time that UNITY has the right to declare a default hereunder or under the Note executed herewith, then all unpaid release fees shall immediately become due and payable and be so much additional debt secured by this Mortgage.

20. This Mortgage is executed by LA SALLE NATIONAL BANK, 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 said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said Mortgagor or on said LA SALLE NATIONAL BANK 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 expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said LA SALLE NATIONAL BANK personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to 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 or by action to enforce the personal liability of the guarantors, if any.

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IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President and its corporate seal to be hereunto affixed and attested by its Asst. Secretary, the day and year first above written.

LA SALLE NATIONAL BANK, As Trustee
As Aforesaid and Not Personally

By [Signature]
Its Asst. Vice President



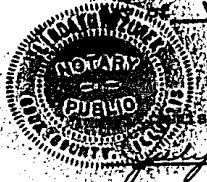
[Signature]
Asst. Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Linda M. Zurek, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES A. CLARK, Asst. Vice President of LA SALLE NATIONAL BANK, and KENNETH MARX, Asst. Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act of said Bank, as trustee as aforesaid, for the uses and purposes therein set forth; and said Asst. Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

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Given under my hand and Notarial Seal this 16th day of September, 1973.



Linda M. Zurek
Notary Public

Commission Expires: July 23, 1974

END OF RECORDED DOCUMENT