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R.E.L. 404

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This Indenture, Made this 20th day of December A. D. 1973
by and between **Argentum Manufacturing Company, Inc.**

6275823D

a corporation duly organized and existing under and by virtue of the laws of the State of **Illinois** and duly licensed to do business in Illinois (hereinafter sometimes called "Mortgagor"), party of the first part, and **THE FIRST NATIONAL BANK OF CHICAGO**, a national banking association, organized and existing under and by virtue of the laws of the United States of America and doing business and having its principal office in the City of Chicago, County of Cook and State of Illinois, as Trustee (hereinafter sometimes called "Trustee"), party of the second part, WITNESSETH:

THAT, WHEREAS, Mortgagor is authorized and empowered to borrow money, contract debts for the transaction of its business and the exercise of its corporate rights, privileges and franchises and for all other lawful purposes of its incorporation, to issue and dispose of its obligations for moneys so borrowed and to secure the payment of such obligations or of any debt contracted, for all or any of said purposes; and

WHEREAS, Mortgagor (in accordance with resolutions duly adopted as provided by law) is justly indebted to the legal holder or holders of the Principal Note (hereinafter sometimes called "Note"), in the Principal Sum of **Fifty Thousand and no/100**-----

Dollars (**\$50,000.00**),

evidenced by that certain Note (the identity of which Note is evidenced by the certificate thereon of Trustee), bearing even date herewith, made payable to ~~Trustee~~ and delivered, which Note bears interest from the date thereof until maturity at the rate thereof set forth, and which principal and interest is payable as ~~set forth~~ therein set forth.

Property of

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principal and interest payments being payable in lawful money of the United States of America, at such banking house in Chicago, Illinois, as the legal holder(s) of said principal note may in writing appoint, and until such appointment at the office of The First National Bank of Chicago, in the City of Chicago and State of Illinois; in and by which principal note, it is agreed that the principal sum thereof, together with accrued interest thereon, in case of default as provided in this Trust Deed, may at any time without notice, become at once due and payable at the place of payment in said note specified, at the election, as in this Trust Deed provided, of Trustee or of the holder or holders of said principal note.

NOW, THEREFORE, Mortgagor for the purpose of securing the payment of the said note and said interest, and the performance of the covenants and agreements herein contained, by or for her, to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents Convey and Warrant unto Trustee, its successors and assigns, the following

described Real Estate, situate, lying and being in the **City of Chicago**
County of **Cook** and State of **Illinois**, to wit:

Lot 21 in Block 1 in Fullerton's Third Addition to Chicago, In the North East 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Also

Lot 22 in Block 1 in Fullerton's Third Addition to Chicago, a Subdivision of that Part of the North East 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, lying North and East of the North Branch of the Chicago River according to the Plat thereof recorded in Book 16 of Plats, page 80 in Cook County, Illinois

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TOGETHER with all and singular the tenements, hereditaments, privileges, easements, and appurtenances now or hereafter belonging or in anywise appertaining, all buildings and improvements now located or hereafter to be erected on said premises, the rents, issues and profits thereof (which rents, issues and profits are hereby expressly assigned, it being understood that the proceeds of the rents, issues and profits made in and by this Trust Deed is not a secondary pledge but is a primary pledge on a parity with the mortgaged property as security for the payment of the indebtedness secured hereby) and all apparatus and fixtures of every kind and nature whatsoever, including but without limiting the generality of the foregoing, all shrubbery, shades and awnings, screens, curtain fixtures, venetian blinds, hall and stair carpeting, gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, elevators, motors, bathtubs, sinks, apparatus for supplying or distributing heat, light, water, air conditioning, sprinkler protection, power or refrigeration (including individual unit refrigerators) and all other apparatus and equipment in or that may be placed in any building now or hereafter standing on said land (which are hereby understood and agreed to be part and parcel of the real estate and appropriated to the use of the real estate, and whether affixed or annexed or not, shall for the purposes of this Trust Deed be deemed conclusively to be real estate and conveyed hereby); and also all the estate, right, title and interest of Mortgagor of, in and to said premises, all of which are herein sometimes referred to as "mortgaged property", or "mortgaged premises".

TO HAVE AND TO HOLD the above described premises with said appurtenances and fixtures unto Trustee, its successors and assigns forever, for the purposes, uses and trusts herein set forth, and for the security of said principal Note hereinbefore described and the interest thereon. Mortgagor further expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed on behalf of Mortgagor and each and every person acquiring any interest in or to the premises after the date hereof, and all right to retain possession of said premises after any default in the payment of said indebtedness or after any breach of any of the covenants or agreements herein contained.

Mortgagor covenants and agrees until the indebtedness aforesaid shall be fully paid, (1) not to use said premises or permit or suffer the same to be used for any unlawful purpose or in any manner that might injure the reputation of the same or that might or could result in a foreclosure or reverter of the title thereto or create any right of entry or re-entry for breach of condition subsequent; (2) at all times to keep, observe, and comply with all valid acts, rules, regulations, orders and directions of all governmental bodies having jurisdiction over said premises; (3) to keep said premises in good repair, and to make all necessary replacements; (4) not to suffer any lien of mechanics or material men to attach to said premises; and (5) not to do, or permit to be done, upon said premises, anything that might impair the value thereof, or the security conveyed hereby. Mortgagor covenants and agrees that no substantial repairs or remodeling of the mortgaged premises shall be made unless the written consent of Trustee shall first have been obtained, and Mortgagor shall have deposited with Trustee, a sum of money, sufficient in the judgment of Trustee, to pay in full the cost of such repairs or remodeling. Trustee is hereby authorized to apply the money so deposited, either during the progress of such repairs or remodeling, or upon completion thereof, in payment of the cost thereof.

Mortgagor covenants and agrees until the indebtedness aforesaid shall be fully paid, to pay promptly and before any judgments for delinquency thereon shall be entered or any penalty imposed or suffered, all water rates, taxes, assessments (general and special) of any kind and nature whatsoever, as well as all other impositions and governmental charges of any and every kind, (ordinary and extraordinary), which may be levied, assessed, charged or imposed (a) upon the said premises or any part thereof, or (b) upon the indebtedness secured hereby or any part thereof (to the extent that such payment shall not be in contravention of the usury laws of the State in which the mortgaged property is located), and to deliver to Trustee within thirty (30) days after such tax, assessments or impositions would be, if unpaid, increased by any interest, penalties or costs, official receipts or duplicates thereof from the public official authorized to give the same, showing the payment of all such taxes, assessments or other impositions.

Mortgagor covenants and agrees to pay each item of indebtedness herein mentioned when due according to the terms hereof, and further to 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 holder or holders of said Note.

This document was prepared by James E. Roselle, Attorney at Law.

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In the event that general taxes for any year shall not have been levied and assessed against the mortgaged property, or if having been levied and assessed shall not have been placed in collection by proper taxing officials by the first day of May in the following year, then Mortgagee shall deposit with Trustee within thirty (30) days from said first day of May a sum equal to the amount of such taxes if levied and assessed, or if not levied and assessed, a sum equal to the estimated amount of such taxes, as determined by Trustee, to be not less than the amount of the general taxes last levied and assessed. Trustee shall have the power to apply such deposit in payment of the taxes for which said deposit shall have been made, subject only to the other terms, covenants and conditions in this trust deed contained. It is, however, expressly agreed that Mortgagee may in good faith and with reasonable diligence contest the validity or amount of any such taxes, assessments or impositions, provided Mortgagee has, before any such taxes, assessments or impositions shall have been increased by any interest, penalties or costs, notified Trustee or the holder or holders of said principal note, in writing of the intention of Mortgagee to contest the validity or amount of any such payments, and provided further that Mortgagee shall have a lien in addition to the security for such indebtedness with Trustee for the use of the holder or holders of said principal note, a sum of money sufficient in the judgment of Trustee to pay in full such contested taxes, assessments or impositions, and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times. Upon the failure of the Mortgagee to prosecute such contest with diligence, or upon the final disposition of such contest, Trustee shall have the right at its option to apply the money so deposited in payment of such taxes, assessments or impositions or that part thereof then unpaid, together with all penalties and interest thereon, and shall return the excess, if any, to Mortgagee, if no default shall then exist under any of the terms of this Trust Deed or of said principal note. In the event the amount at such time deposited with Trustee is not sufficient to pay in full such contested tax, assessment or imposition, together with all accrued interest, penalties and costs, Trustee at its option may apply said money on said taxes, to the extent to which it may reach; but it shall not be obligated to so apply it unless and until Mortgagee shall have deposited with Trustee an amount which, with the amount so on deposit, shall be sufficient to pay in full such contested tax, assessment or imposition, together with all accrued interest, penalties and costs thereon. No duty or obligation is or shall be in any manner imposed on Trustee, to pay, or see to or provide for the payment of any taxes, assessments or other charges which may be so imposed upon said mortgaged property or any part thereof. In the event that Mortgagee does not exercise the right to file objections to any taxes, assessments or other impositions, or fails to prosecute any objections with reasonable diligence, then Trustee may file or prosecute such objections in its name or in the name of Mortgagee without the consent of Mortgagee.

Mortgagee shall keep all buildings, equipment and fixtures insured against loss or damage by fire and lightning with extended coverage (and windstorm and hail if not included in extended coverage) or other casualty, in such amounts with a responsible insurance company or companies acceptable to the Trustee or holder(s) of the principal note secured hereby. Such coverage shall in no event be less than 80% of the insurable value of the mortgaged premises, and all sums recoverable under such policies shall be payable to Trustee by the mortgagee or trustee's clause known as "Coolidge Insurance Bureau Standard form", or such other form satisfactory to the Trustee or holder(s) of the Note secured hereby. It is attached to such policies, and all such policies shall be subject to the foregoing Trust Deed. If the Trust Deed, the court in its decree may provide that the trustee's clause attached to each of said insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide, that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redeemer may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Trustee is hereby authorized with the consent of Mortgagee to assign any and all insurance policies to the purchaser of said premises, or to take any other steps as Trustee may deem advisable, to cause the interest of the holder of the certificate of sale to be protected by any of the said insurance policies. In case of loss the Trustee, the holder(s) of the principal note, holder of the certificate of sale, or the decree creditor, as the case may be, is hereby authorized to settle and adjust any claim under such policies without consent of Mortgagee; or to allow Mortgagee to agree with the insurance company or companies the amount to be paid upon the loss. In either case the holder of the policy or policies is authorized to collect and receipt for any such insurance money and apply it in reduction of the indebtedness secured hereby whether due or not, or may allow Mortgagee to use said insurance money or any part thereof in repairing the damage or restoring the building or improvements without in any way affecting or affecting the lien hereof for the full amount secured hereby. In case of loss after foreclosure proceedings have been instituted the proceeds of any such insurance policy or policies, if not applied as aforesaid in repairing or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the court may direct.

Mortgagee covenants that until all indebtedness secured by this Trust Deed is fully paid it will maintain its corporate existence and will continue to be a valid and existing Corporation under the laws of the State of ILLINOIS authorized to transact business in the State of Illinois, paying all license or other fees and making all reports needful for that purpose; and that it will comply with all of the provisions of the laws of said State(s) and of the United States of America, and any political or municipal subdivisions thereof, and to observe which shall constitute grounds for cancellation of its charter or the termination of its corporate life or its right to transact business in said State(s) or for the restriction of its operations and activities.

The said Mortgagee further agrees that it will keep proper books of account and maintain a modern and standard accounting system and therein make and cause to be made full and true entries of all dealings and transactions of every kind relating to the mortgaged property; which said books of account shall, within any of the indebtedness secured hereby remains unpaid, be and remain open to the inspection of the Trustee at reasonable times; that it will within ninety (90) days succeeding the close of each corporate year, furnish to the Trustee a complete audit in such detail as may be satisfactory to the Trustee (such audit to be prepared by certified public accountants satisfactory to the Trustee) of its operations for the year then ending, with all audits and adjustments, gross income and the amount of the operating expenses, cost of betterments, improvements and extensions made to the mortgaged property, the net income, and the complete balance sheet as taken from the books of the said Mortgagee, and any other reasonable data which the Trustee may require from the Mortgagee. The Trustee may, at such times as it deems best, by itself, its agents or its representatives, make an examination of the mortgaged property and the books of the said Mortgagee, and the Mortgagee agrees to afford to the Trustee all facilities necessary for such examination and to pay all reasonable expenses thereof.

The Trustee with the consent of the holder(s) of the Note hereby secured, is hereby empowered to join with the Mortgagee in modifying, amending, supplementing or supplementing this Trust Deed. If it shall deem that the same is consistent with the best interest of the noteholder(s), and if it shall do so the same shall be deemed modified, amended, altered or supplemented as provided, however, that the exercise of the powers conferred by this paragraph shall be construed as optional with the Trustee and shall not be deemed in any sense obligatory or as imposing any affirmative duties on the Trustee.

In case of any advances made by Trustee pursuant to the provisions of this Trust Deed, such advances shall be prior and superior to the lien of the indebtedness secured hereby, and no notice of such advances need be given to the holder or holders of the principal installment note.

In the event any insurance tax or documentary revenue stamps are at any time required to be paid or affixed to the Note hereby secured, by the United States of America, or any department, bureau or agency thereof, or by any state government having jurisdiction over the Mortgagee, the Mortgagee covenants and agrees upon demand to pay such tax or procure said stamps at its expense and cause the same to be affixed in accordance with any such law or governmental regulation; and in the event of failure of the Mortgagee so to do, Trustee or the holder or holders of said Note may, but need not, do so in the Mortgagee's behalf and all moneys so advanced and all costs and expenses incurred in connection therewith to the same extent and with the same effect as hereinafter provided with respect to other advances of Trustee or the holder or holders of said Note.

In case of default by the Mortgagee in making any payment or performing any act herein required of the Mortgagee, the holder or holders of said Note or Trustee may, but need not, make any such payment or perform any such act in any form and manner deemed expedient and (without limiting the generality of the foregoing), may, but need not, (a) make full or partial payments of indebtedness secured by a lien or charge on the premises superior to the lien hereof; (b) make all necessary repairs to improvements in said premises; (c) pay or settle and compromise any liens of mechanics or material men or any and all suits or claims for liens or any other claims that may be made against said premises; (d) pay any water rates, taxes, assessments (general and special) of any kind and nature, national or other impositions and governmental charges which may have been levied, assessed, charged or imposed upon said premises, or upon the indebtedness secured hereby or any part thereof, or redeem said premises from any sale for non-payment thereof or purchase any tax certificate or tax title; (e) procure insurance and pay the necessary premiums therefor. In the event of any repairs or remodeling by the Mortgagee and the deposit of funds by the Mortgagee to be disbursed by Trustee, in payment for such repairs or remodeling, as elsewhere in this trust deed provided, or in the event that Trustee shall file or prosecute objections to taxes, assessments or other charges, as elsewhere in this trust deed provided, Trustee shall be entitled to reasonable compensation for its services and to the repayment of all expenses incurred by it, including compensation, expenses and attorneys' fees. All moneys so paid and all compensation and expenses so paid or incurred by Trustee or the holder or holders of the said Note with interest thereon at 7% per annum shall become so much additional indebtedness secured by this trust deed, payable on demand, and shall be allowed in any decree foreclosing this trust deed. There shall likewise become so much additional indebtedness secured by this trust deed, payable on demand, and shall be allowed in any decree foreclosing this trust deed, compensation for services of Trustee herein and attorneys' and accountants' fees of the Trustee and the holder or holders of said Note and also all outlays for documentary evidence, cost of abstract of title, guaranty policy and notary and other certificates in connection with (a) any proceedings, including probate or bankruptcy proceedings, to this trust deed and the holder or holders of said Note, or 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 any 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.

In redeeming from any sale for non-payment of any tax, assessment or other impositions, or in paying or settling any liens of mechanics or material men or any suits or claims for liens, or any liens or charges on the premises superior to the lien hereof, it shall not be obligatory upon Trustee or the holder or holders of said Note to inquire into the validity of any such tax deed, certificate of sale, taxes, special assessments or other impositions, or liens of mechanics or material men or other liens. In case Trustee or the holder or holders of said Note shall acquire any certificate of sale, tax deed or lien as aforesaid, Trustee or such holder or holders may at its or their option assert said certificate of sale, tax deed or lien as a lien prior to the lien of this Trust Deed, to the extent that it may have priority, and prior to the rights of Mortgagee and his or her heirs, and assigns, in the same manner as any other person might do.

With respect to any deposit of funds made by the Mortgagee with Trustee hereunder, it is covenanted and agreed as follows: (a) Mortgagee shall not be entitled to any interest on any of such deposits, (b) such deposits shall be held and used exclusively as herein provided and shall be irrevocably appropriated by Trustee for such purposes and shall not be subject to the direction or control of the Mortgagee, (c) if a default occurs in any of the terms hereof or said Note, Trustee may at its option, and shall on written application by the holder or holders of said Note, notwithstanding the purpose for which such deposits were made, apply the same in reduction of said indebtedness or any other charges then accrued or to accrue, secured by this trust deed.

Mortgagee, guarantor of the note secured hereby, and any person liable for or who shall have assumed the payment of said note, hereby consents to the extension of the time of payment of the note secured hereby or of any installment thereof, that shall be granted by the holder or holders thereof, at any time or times, or any indulgences granted to any subsequent owner of the mortgaged property, and hereby expressly waives any notice of such extension or indulgences, and shall, notwithstanding such extension or indulgences, continue liable thereon to the holder or holders thereof, and shall pay the same when due, whether due by the terms of such extension or indulgences or by acceleration of maturity as herein and in said note provided.

No action for the enforcement of the lien or of any provision hereof shall be subject to any defenses which would not be good and available to the party interposing the same in an action at law upon the Note hereby secured.

If default be made in (a) the due and punctual payment of said Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) the Mortgagee shall be adjudicated a bankrupt or a trustee or receiver shall be appointed for the Mortgagee or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Mortgagee or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagee and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or (c) the Mortgagee shall file a petition or answer in voluntary bankruptcy or under Chapter X or Chapter XI of the Federal Bankruptcy Act or any similar law, State or Federal, whether now or hereafter existing, or such an involuntary petition filed against the Mortgagee shall be approved and not vacated or stayed within sixty (60) days, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (d) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained or required to be kept or performed or observed by the Mortgagee and the same shall continue for thirty (30) days after written notice to the Mortgagee by the Trustee or the holder or holders of the Note; or (e) if the buildings and improvements on said mortgaged property shall be destroyed or materially damaged by fire or other casualty, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Trustee or of the holder or holders of said Note, become immediately due and payable together with accrued interest thereon, without notice to Mortgagee. Thereupon, whether or not the whole of said principal sum shall have been declared due and payable, the legal holder or holders of said Note, for the benefit of the legal holder or holders of said note, shall have the right to immediately foreclose this Trust Deed, for all indebtedness then due, payable and delinquent (including any indebtedness becoming due by acceleration) and upon the filing of any complaint for that purpose, the court in which such complaint is

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filed, may at any time thereafter, either before or after sale, and without notice to Mortgagor, or any party claiming under said party, and without regard to the solvency or insolvency, at the time of any application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the mortgaged property and the rents, issues and profits thereof, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor, and hereby expressly waives the filing of any plaintiff's bond whether required by statute or otherwise. Such receivership shall continue after decree and foreclosure sale, irrespective of whether or not there shall be a deficiency decree and shall extend to the end of the redemption period regardless of whether or not there shall be a redemption (by any person or business) made from such sale, and until the master's deed shall have been executed and recorded or registered, as the case may be. Any such receiver shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties that might be exercised by Trustee in case of entry as hereinafter provided. The court may from time to time authorize said receiver to apply the net amounts in his hands in payment (in whole or in part) of any or all of the items following: (1) amount due upon the indebtedness secured hereby; (2) amount due upon any decree entered in any suit foreclosing this Trust Deed; (3) insurance of the improvements upon said premises; or (4) taxes, special assessments or any other lien or charge upon said premises that may be or become superior to the lien of this Trust Deed or of any decree foreclosing the same. Mortgagor consents to the appointment of an officer or employee of, or any other person designated by Trustee, or its successors in trust, as such receiver.

IN CASE OF FORECLOSURE of this Trust Deed by Trustee, or by the holder or holders of said principal note, in any court of law or equity, a reasonable sum shall be allowed for the services of Trustee herein and for the attorneys' and stenographers' fees of the plaintiff therein, and also for all outlays for documentary evidence and the cost of a complete abstract of title to said premises or title guaranty policy or Torrens certificate, and for an examination or opinion of title for the purpose of such foreclosure, and shall be a further lien and charge upon said premises under this Trust Deed, and all such Trustee's, attorneys', and stenographers' fees, costs, expenses and other charges shall be so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Trust Deed.

There shall be included in any decree foreclosing this Trust Deed and be paid out of the rents or proceeds of any sale made in pursuance of such decree, (1) all costs of such suit or suits, advertising, sale and conveyance, including attorneys', stenographers' and Trustee's fees, outlays for documentary evidence, and the cost of said abstracts, title guaranty policy, Torrens certificate, and examination or opinion of title; (2) all the moneys advanced by Trustee or any one or more of the holders of said principal note, for any purpose authorized in this Trust Deed, with interest at the rate of seven (7) per centum per annum on such advances; (3) all principal and interest remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to Mortgagor or the successors or assigns of said party, as the court may direct. It shall not be obligatory upon the purchaser or purchasers at such sale to see to the application of the purchase money. These conditions and the action of the court by virtue hereof, and the various rights, powers, options, elections, appointments, and remedies contained in this Trust Deed shall be construed as cumulative and none of them as exclusive of the others or of any rights or remedies allowed by law.

In case, after a complaint is filed for foreclosure of this Trust Deed and prior to the entry of a decree, tender is made of the entire indebtedness due, the holder or holders of the principal note or notes secured hereby, or any indebtedness due hereunder, shall be entitled to reimbursement for all expenses incurred in connection with the preparation or filing of such complaint to foreclosure, including attorneys' and stenographers' fees, and all outlays for documentary evidence, cost of abstract of title, guaranty policy, or a Torrens certificate, and examination or opinion of title for the purpose of such foreclosure, and court costs, and all such expenses shall be so much additional indebtedness secured by this Trust Deed.

In any case in which under the provisions of this Trust Deed the Trustee has a right to institute foreclosure proceedings, Mortgagor agrees to pay to Trustee, upon its demand, for the benefit of the holders of the note hereby secured and then outstanding, the whole amount then due and payable on such note for principal and interest, with interest on the overdue installments of principal at the rate of seven (7) per centum per annum, and all of the sums which may be due hereunder or secured hereby, including reasonable attorneys' fees; and in case Mortgagor shall fail to pay as aforesaid, upon demand, Trustee, in its own name, as Trustee of an express trust, shall be entitled to institute proceedings at law in any court of competent jurisdiction to recover judgment for the whole amount so due and unpaid, together with costs and reasonable attorneys' fees. Trustee may institute or file claims in bankruptcy proceedings to recover the amounts due; may file claims in probate proceedings against any person who may be liable thereon, and may take such other steps in law or in equity, in its own name and as Trustee of an express trust, to enforce the collection thereof without possession of said principal installment note. No such action shall affect or impair the lien of this Trust Deed or any rights, powers, or remedies of Trustee or the holder or holders of the note. Any moneys collected by Trustee under any such proceeding shall be applied in the manner provided herein for the distribution of the proceeds of foreclosure sale. In case of foreclosure of this Trust Deed by Trustee for the benefit of the holder or holders of the principal note secured hereby, deficiency decree may be entered in favor of Trustee for the use and benefit of the holder or holders of the said note, against the mortgaged property and all persons liable on said note.

In the event of any default hereunder, Mortgagor will, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof, or before or after sale thereunder, forthwith, upon the demand of Trustee, surrender to it, and Trustee shall be entitled to take actual possession of the mortgaged property, or any part thereof, personally, or by its agents or attorneys, as for condition broken, and in its discretion may, with or without force and with or without process of law, and without any action upon the part of the holder or holders of the principal note, enter upon, take and maintain possession of all or any part of said mortgaged property, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the mortgaged property relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom, and may as attorney in fact or agent of Mortgagor, or in its own name as Trustee, and under the powers herein granted, hold, operate, manage and control the mortgaged property and conduct the business thereof, either personally or by its agents, and Trustee may, at the expense of the mortgaged property, from time to time, make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to the mortgaged property as to it may seem just and reasonable, and may insure and re-insure the same and all risks incidental to Trustee's possession, operation and management thereof, and may lease or sub-lease the mortgaged property, together with all documents, books, records, papers and accounts thereon, including leases for terms expiring beyond the maturity of the principal note, and may cancel any leases or sub-leases for any cause or on any ground which would entitle Mortgagor to cancel the same, and may elect to disaffirm any leases or sub-leases made subsequent to this trust deed or subordinated to the lien hereof, and may sign in the name of Mortgagor to all papers and documents in connection with the operation and management of the mortgaged property, and shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income, and after deducting the expenses of operating the same, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance and other or proper charges on the mortgaged property, or any part thereof, including the just and reasonable compensation for the services of Trustee and its attorneys, agents, clerks, servants and others employed by it, properly engaged and employed, to be rendered in connection with the operation, management and control of the mortgaged property, and such further sums as may be sufficient to indemnify Trustee against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the duties of Trustee hereunder, Trustee shall apply the residue, if any, of moneys arising as aforesaid as follows:

- In case the principal of the note or any installments thereof shall not have become due by its terms or by declaration, then to the payment of interest on the principal note outstanding, or to the remedying of any other default under this Trust Deed.
- In case the principal of the note or any installments thereof shall not have become due by its terms or by declaration, or otherwise, first to the payment of interest on said principal note in accordance with the provisions hereof and to the payment of the principal of the note secured hereby remaining unpaid with interest thereon at the rate of 7% per annum from the date of maturity thereof, and second to the payment of any other items required to be paid by Mortgagor under this Trust Deed.
- In case the principal of the note or any installments thereof shall not have become due and there exists no default in the payment of interest on the principal note, then to the remedying of any other default then existing.

Trustee shall have the right, although it shall not be required to do so, to remain in possession of the mortgaged property and to collect the rents, issues and profits therefrom, until the issuance of a master's deed to the mortgaged property, subsequent to the expiration of the statutory period of redemption from any sale of the mortgaged property, pursuant to any decree of foreclosure in any proceeding to foreclose the lien created by this Trust Deed, notwithstanding the sale of the mortgaged property pursuant to any such decree, unless the amount paid at such sale, together with any other funds available for the payment of the indebtedness, shall be sufficient to pay in full the amount due under the terms of said decree, and under the terms of this Trust Deed. The net rents, issues and profits accruing from the mortgaged property after the sale, remaining after the payment of all charges and expenses paid or incurred by Trustee, shall be applied by it from time to time in partial satisfaction of any deficiency reported to the court after such sale. The power of entry and the powers incidental thereto herein provided may be exercised as often as occasion therefor shall arise, and their exercise shall not suspend or modify any other right or remedy hereunder. Trustee shall incur no liability whatsoever for any action taken or any failure to act hereunder, or any failure of a court to take any action or to act by it with reasonable care, nor in any case for any action taken or failure to act hereunder, except only for Trustee's own willful default.

Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension, expiration or redemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Trust Deed, or the absolute sale of the mortgaged property free from any right of redemption and the final and absolute putting in possession of the purchaser or purchasers of said mortgaged property immediately after the sale thereof, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof; and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety.

A Reconveyance of said premises shall be made by Trustee to Mortgagor, or to the successors or assigns of said party, on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by Mortgagor, and the payment of the reasonable fees of Trustee.

Trustee may execute and deliver a release hereof and to the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the Note secured hereby, representing that all indebtedness hereby secured has been paid, which representative Trustee may accept as true without inquiry; and where Trustee has never executed a certificate on any instrument identifying the 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 by the persons herein designated as the makers thereof.

It is expressly agreed that neither Trustee, nor any of its agents or attorneys, nor the holder or holders of the note hereby secured, shall incur any personal liability on account of anything that it, he or they may do or omit to do under the provisions of this deed, except in case of its, his or their own willful default.

The covenants, agreements, conditions, promises and undertakings in this Trust Deed contained, shall extend to and be binding upon Mortgagor and any and all persons claiming by, through or under Mortgagor, the same as if they were in every case named and expressed, and all the covenants hereof shall bind them, and each of them, both jointly and severally, and shall inure to the benefit of Trustee, its successors and assigns, and of the holders of the principal note.

Except as herein expressly provided to the contrary, no remedy or right herein conferred upon or reserved to the Trustee, or to the holder(s) of the principal note hereby secured, is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder and now or hereafter existing at law or in equity. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent remedy or right of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holder(s) of the principal note hereby secured.

The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Trust Deed shall not affect the remaining portions of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs had not been inserted.

Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the office of the Recorder (or Registrar) of the County in which this instrument shall have been recorded (or registered).

Any corporation into which any Trustee, original or successor, under this Trust Deed, may be merged, or with which it may be consolidated, or any corporation resulting from any merger, reorganization or consolidation to which any Trustee may be a party, or any corporation which shall otherwise become the successor in business to such Trustee, shall be the successor to such Trustee to the same extent as if officially appointed in this Trust Deed, without the execution or filing of any papers or other act by the parties hereunder.

In case of the resignation, inability or refusal to act of The First National Bank of Chicago, as Trustee, at any time when its action hereunder may be required by any person entitled thereto, then the Chicago Title and Trust Company, of said Cook County, shall be and it is hereby appointed and made successor in trust to The First National Bank of Chicago, as Trustee under this Trust Deed, with identical powers and authority, and the title to said premises shall thereupon become vested in such successor in trust for the uses and purposes aforesaid.

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UNOFFICIAL COPY

IN WITNESS WHEREOF, said Argentum Manufacturing Company, Inc. hereinbefore called Mortgagor, has caused these presents to be signed in its name and behalf by its corporate seal to be hereunto affixed, attested by its Secretary, as of the day and year first above written.

Argentum Manufacturing Company, Inc.
a Corporation

BY Francisco J. Aguilar
President



P. Henry
Secretary

22 577 889

STATE OF ILLINOIS }
COUNTY OF COOK }SS

I, Francisco J. Aguilar, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Francisco J. Aguilar President of Argentum Manufacturing Company, Inc. an Illinois Corporation, and Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 Argentum Manufacturing Company, Inc. for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 21 day of DECEMBER A. D. 1973.

Francisco J. Aguilar
Notary Public

22 577 889

My commission expires

5/12/76

RECORDED FOR DEED

* 22577889

BOX 305
CORPORATE
Trust Deed

The Note mentioned in the within Trust Deed has been identified here-

R. E. No.

Argentum Manufacturing Company, Inc.

The First National Bank of Chicago, Trustee

By James F. ...
LOAN OFFICER

TO

The First National Bank of Chicago
Trustee

R. E. No.

22 577 889

COOK COUNTY ILLINOIS
FILED FOR RECORD

DEC 21 '73 12 57 PM

END OF RECORDED DOCUMENT

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