



TRUST DEED

22819103

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THIS INSTRUMENT is dated July 10, 1974, and is a Trust Deed under Trust Agreement dated January 19, 1947 and known as Trust Agreement No. 1, between the State of Illinois and the First Bank of Oak Park, a corporation organized under the laws of the State of Illinois.

Three Hundred Thirty Thousand (\$330,000.00) evidenced by One (1) Note in the amount of Three Hundred Thirty Thousand Dollars (\$330,000.00) to the order of M. XXX SIDNEY W. MANDEL, and delivered to said mortgagee, on July 10, 1974, One (1) year after date, via: July 10, 1975

7 MAIL

with interest thereon at the rate of 10% per annum on the 20th day of July, 1974. The principal and interest shall be paid to the First Bank of Oak Park, Chicago, Illinois, as the trustee for the mortgagee.

NEW THEREFORE the Mortgagee in view of the terms and conditions of this trust deed, and the performance of the obligations of the mortgagor, has caused the following to be recorded in the office of the Cook County Clerk, Cook County, Illinois:

(SEE RIDER ATTACHED HERETO AND 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 rights in and to the premises, together with 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) boilers, radiators, ducts, steam pipes and windows, floor covering, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of the premises and shall be considered as being included in the premises.

This trust deed consists of two pages. The covenants, conditions and provisions appearing 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 mortgagors, their 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 the 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 principal notes and interest coupons herein described may be executed on behalf of said corporation by its Assistant Vice President.

THIS INSTRUMENT WAS PREPARED BY: KALMAN S. LIEBERMAN, 33 N. LaSalle St. CORPORATE SEAL

FIRST BANK OF OAK PARK, a Corporation BY: XXXXX Vice President ATTEST: XXXXX Assistant Secretary

STATE OF ILLINOIS, County of COOK } ss. I, XXXXX, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT XXXXX Vice President of the FIRST BANK OF OAK PARK and XXXXX Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed in 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 the custodian of the corporate seal of said Company, did affix the corporate seal of said Company 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.

GIVEN under my hand and Notarial Seal this 10th day of July, 1974

Notarial Seal Form 250 R 1 69 Tr. Deed, Corp., Series, Term Page 1

Property of Cook County Clerk

22819103

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III. 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 mechanics or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes, (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) 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 notes 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 moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the notes under insurance policies payable in case of loss or damage, to Trustee for the benefit of the holders of the notes, 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 notes and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Trustee or the holders of the notes or of any of them may but need not make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient and may but need not make full or partial payments of principal or interest on prior mortgages, if any, and purchase, discharge, compromise or settle any lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith including attorney's fees, and any other moneys advanced by Trustee or the holders of the notes or of any of them to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum from the date of such action to Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the notes hereby waived 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 thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned both principal and interest when due according to the terms hereof. At the option of the holders of the principal notes or of any of them and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the principal notes or interest coupons or in this Trust Deed to the contrary become due and payable (a) immediately in the case of default in making payment of any of the principal notes or (b) when default shall occur and continue for three days in the payment of any interest coupon or in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the notes and interest coupons or of any of them, or Trustee shall have the right to foreclose the lien hereof by 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 notes, or of any of them, for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers, charges, publication costs and costs (which may be estimated) to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or of any of them, 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 the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the notes or of any of them 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 of the lien hereof, or for the purpose of procuring a decree for sale of the premises, or for the purpose of preparing for the defense of any threatened suit or proceeding, which might affect the premises or the security hereof, whether or not actually commenced.

8. 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 principal notes and interest coupons, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes or interest coupons; fourth, any surplus to Mortgagor, its successors or assign, as their rights may appear.

9. 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 of Mortgagor at the time of application for such receiver and without regard to the true 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 Mortgagor, 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 cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may appoint a receiver to apply the net income of the premises in whole or in part to (1) 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, (2) the deficiency in case of a sale and deficiency to the party interposing same in an action at law upon the notes hereby secured.

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

11. Trustee or the holders of the notes or of any of them 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 or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed; nor shall Trustee be obliged 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 Trustee before exercising any power herein given.

13. 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 and exhibit to Trustee the principal notes (with or without the coupons or interest thereon), 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 notes herein described any notes which bear an identification number supporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed on behalf of the corporation herein designated as the maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed on behalf of the corporation herein designated as maker thereof.

14. 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 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 to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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 the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes, the interest coupons or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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 decedent or judgment creditors of the mortgagor, acquiring any interest in title to the premises subsequent to the date of this trust deed.

22819105

IMPORTANT

THE NOTES SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No. 55-305

CHICAGO TITLE AND TRUST COMPANY, Trustee

By *Rocanna Spies*
Assistant Secretary

MAIL TO:

ROGER B. MANDEL
33 N. LA SALLE
CHICAGO, ILL. 60602
RM 3700

FOR THE TRUSTEE

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

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Property of Cook County Clerk's Office

The undersigned Trustee executes this instrument not in its personal individual capacity but solely as Trustee pursuant to the terms of that certain Trust Agreement dated 11/19/78 and bearing Trust No. 7781 and does not delegate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions, and representations made and contained in the within instrument, it being specifically understood by and all parties dealing with this instrument that it has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual capacity.

FIRST BANK OF OAK PARK
not personally
but solely as Trustee of that certain Trust
Agreement dated 11/19/78 and
bearing Trust No. 7781

By [Signature]
Vice President



[Signature]
Assistant Secretary

22819105

State of Illinois)
) SS
County of Cook)

I, Donna M. Kerins a Notary Public in and for said County, in the State of Illinois, do hereby certify that R. A. Johnson Vice-President of the FIRST BANK OF OAK PARK and Grace L. Dahl Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively appeared before me this day and acknowledged that they signed and delivered said instrument as their own free 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 here acknowledged that he, as custodian of the corporate seal of said bank, did affix the corporate seal of said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee and purposes therein set forth.

Given under my hand and seal this 16th day of August A.D. 19 67
Donna M. Kerins
Notary Public



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The property which is being mortgaged are leasehold interests, as set forth below:

1. Written lease dated September 14, 1957 made by Tony Marino and Grace Marino, his wife, to Cook County Mobile Homes, Inc., said lease being recorded October 11, 1957 as Document No. 170-36-321, as amended by instrument dated March 29, 1958 and recorded October 9, 1958 as Document No. 173-41-867 which covers property legally described as follows:

The South 293.16 feet of Lot 30 in County Clerk's Division of Section 23, Township 42 North, Range 12 East of the Third Principal Meridian, (except that part described as follows: Beginning at the center line of Waukegan Road and the South line of said Lot 30, running thence West 300 feet, thence North 293.16 feet; thence East parallel to the South line of Lot 30 to the center line of Waukegan Road; thence Southerly in Center of Road to Place of Beginning) in Cook County, Illinois.

2. Written lease dated August 29, 1958 made by Tony Marino and Grace Marino, his wife, to Cook County Mobile Homes, Inc., said lease being recorded October 9, 1958, as Document No. 173-41-868, which covers property legally described as follows:

That part of the South 293.16 feet of Lot 30 in County Clerk's Division of Section 23, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of a line 167.0 feet North of and parallel with the South Line of Lot 30 with the Center Line of Waukegan Road, thence West parallel with the South Line of said Lot 30, 245 feet, thence South at right angles 75.9 feet, thence West parallel with the South Line of said Lot 30 to a point on a line drawn perpendicularly to the South Line of said Lot 30 through a point in said South Line 300.9 feet West of the Center Line of Waukegan Road as measured along said South Line; thence North along said Perpendicular Line to the North Line of the South 293.16 Feet of said Lot 30, thence East along said North Line parallel to the South Line of said Lot 30 to a point in the Center Line of Waukegan Road, thence South Easterly to the Place of Beginning, all in Cook County, Illinois.

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END OF RECORDED DOCUMENT