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This Indenture,

Made this

26th

April

day of March

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by and between ADA S. MC KINLEY COMMUNITY SERVICES, INC.,

/not for profit

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 SIX HUNDRED EIGHTY THOUSAND AND NO/100

Dollars (\$ 680,000.00

evidenced by its Note (the identity of which Note is evidenced by the certificate thereon of Trustee), bearing even date herewith, made payable to bearer and delivered, which Note bears interest from date of disbursement until maturity at the rate therein set forth, and which principal and interest is payable as follows:

Interest only due May 1, 1973; thereafter a payment of principal and interest as hereinafter set forth, shall be due on the first day of each month to and including April 1, 1993, and the balance of said principal sum and all interest then due on May 1, 1993 if not sooner paid. The interest rate shall be adjusted monthly to 2% above the prime rate in effect on the first day of each month and such rate shall remain in effect throughout such month. Each monthly instalment of principal and interest shall be in an amount which, if paid monthly to the final maturity of the note without any change in interest rate, would fully amortize the outstanding principal and interest by level monthly payments ending May 1, 1993. However, at no time shall interest on this note be less than 8% per annum nor more than 10% per annum. Each of said monthly payments of principal and interest shall be applied first in payment of accrued interest and second on account of said principal sum.

said principal instalments during interest after maturity at the rate of seven (7) per centum per annum and all of said 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 Mortgagor 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 State of Illinois, to wit:

Lots 1, 2, 3 and 4 in Wadsworth's Subdivision of Lot 1 in Block 34 in Original Town of Chicago in Section 30, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

TOGETHER with all and singular the tenements, hereditaments, privileges, easements, and appurtenances now or at any time hereafter thereunto belonging or in anywise appertaining, all buildings and improvements now located or hereafter to be located on said premises, the rents, issues and profits thereof (which rents, issues and profits are hereby expressly assigned, it being understood that the pledge 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 par with the mortgage on 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 the 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 forfeiture 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 taxes, 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.

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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, 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 Mortgagor may in good faith and with reasonable diligence contest the validity or amount of any such taxes, assessments or impositions, provided Mortgagor 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 Mortgagor to contest the validity or amount of any such payments, and provided further that Mortgagor shall have deposited as collateral and additional security for such indebtedness with Trustee for the use of the holder or holders of said principal note, an amount sufficient to pay in full such contested taxes, assessments or impositions, upon the failure of the Mortgagor 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 Mortgagor, 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 on deposit 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 Mortgagor 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 shall be imposed upon said mortgaged property or any part thereof, in the event that Mortgagor 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 Mortgagor without the consent of Mortgagor.

Mortgagor 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 amount 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 "Cook County Inspection Bureau Standard form", or such other form satisfactory to the Trustee or holder(s) of the Note secured hereby, to be attached to each of said policies, and all such policies may be canceled and the proceeds therefrom may be applied to the payment of any such insurance money or any part thereof in repairing the damage or restoring the building or improvements without in any way altering or affecting 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 building or improvements, shall be used to pay the amount of such insurance money or any part thereof 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.

Mortgagor 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 licenses and other taxes, 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, failure 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 Mortgagor further agrees that it will keep proper books of account and maintain a modern and standard accounting system and therein make 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, while any 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 next preceding, with said audit being continuous and include among other things the gross income and the sources thereof, 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 Mortgagor, and any other reasonable data which the Trustee may require from the Mortgagor. The Trustee may, at such times as it deems best, by itself or its agents or its representatives, make an examination of the mortgaged property and the books of the said Mortgagor, and the Mortgagor 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 Mortgagor in modifying, amending, altering 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 the case may be, provided, however, that the provisions of 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 any other lien or liens of any kind, and shall be given to the holder or holders of the principal installment note secured hereby by the United States of America, or any department, bureau or agency thereof, or by any state government having jurisdiction over the Mortgagor, the Mortgagor consents 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 regulation, and in the event of failure of the Mortgagor so to do, Trustee or the holder or holders of said Note may, but need not, do so in the Mortgagor's behalf; and all other additional indebtedness hereunder of said Note.

In case of default by the Mortgagor in making any payment or performing any act herein required of the Mortgagor, 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 charge on the premises superior to the lien hereof; (b) make all necessary repairs to or improvements in said premises; (c) pay or settle and compound any liens of mechanics or material men or any and all suits or claims for liens or other claims that may be made against said premises; (d) pay any water rates, taxes, assessments and other charges, general and special, upon the indebtedness secured hereby or any part thereof, 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 certificate or tax title; (e) procure insurance and pay the necessary premiums therefor. In the event of any repairs or remodeling by the Mortgagor or the deposit of funds by the Mortgagor to be used 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 of attorneys and appraisers. 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, compensation for services of Trustee herein and attorneys and stenographers' 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 Torrens certificate in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which Trustee 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 such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 the 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 Mortgagor or his or their heirs, and assigns, in the same manner as any other person might do.

With respect to any deposit of funds made by the Mortgagor with Trustee hereunder, it is covenanted and agreed as follows: (a) Mortgagor 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 Mortgagor; (c) if a default occurs in any of the terms hereof or of 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 charge then accrued or to accrue, secured by this trust deed.

Mortgagor, 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 instalment 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 instalment due in accordance with the terms thereof, either of principal or interest; or (b) the Mortgagor shall be adjudicated a bankrupt or a trustee, or a receiver shall be appointed for the Mortgagor 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 Mortgagor or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor 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 Mortgagor 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 Mortgagor shall be approved and not stayed within sixty (60) days; or (d) the Mortgagor or its creditors or assignees shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) 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 Mortgagor and the same shall continue for thirty (30) days after written notice to the Mortgagor by the Trustee or the holder of the Note or of the Mortgagor by the Trustee or the holder of the Note, or the 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 Mortgagor. Thereupon, whether or not the whole of said principal sum shall have been declared due and payable, the legal holder or holders of said principal note, or Trustee, for the benefit of the legal holder or holders of said note, shall have the right to immediately foreclose this Trust Deed for its indebtedness then due, payable on demand, 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, or as 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 whomsoever) 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 as hereinafter set forth by its agents or attorneys, and in its discretion may, with or without force, and 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 it may see fit to make, and may lease and mortgage property in such parcels and for such times, and on such terms, as to it may seem fit (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 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 prior 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, or services rendered in connection with the operation, management and control of the mortgaged property, and shall have the same priority, lien and security, less any amounts lawfully due on account of any other indebtedness of Mortgagor, as if the same had been 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 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 abstract of title to said premises, 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 certificates, 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, on the proceeds 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 at the time of such tender, or the holder or holders of said principal note, or any one of them, shall be entitled to reimbursement for all expenses incurred in connection with the preparation or filing of such complaint to foreclose, including attorneys' 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 instalments of principal at the rate of seven (7) per centum per annum accrued up to the time of payment, and to pay to Trustee, upon its demand, the whole amount then due and payable on such note for principal and interest, with interest on the overdue instalments of principal at the rate of seven (7) per centum per annum accrued up to the time of payment, 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 instalment 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 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, 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 it may see fit to make, and may lease and mortgage property in such parcels and for such times, and on such terms, as to it may seem fit (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 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 prior 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, or services rendered in connection with the operation, management and control of the mortgaged property, and shall have the same priority, lien and security, less any amounts lawfully due on account of any other indebtedness of Mortgagor, as if the same had been 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:

- (a) In case the principal of the note or any instalments 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.
- (b) In case the principal of the note or any instalments thereof shall have become due 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.
- (c) In case the principal of the note or any instalments 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 re-enter 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 incident thereto as 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 based upon the opinion of counsel selected 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, exemption 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 passing into possession of the purchaser or purchasers of said mortgaged property immediately after the sale thereof, but hereby waives the benefit of such laws. Mortgagor or itself or any other party claiming 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, or 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 to and at 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 representation 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, 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 hereto.

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, or 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.

It is expressly agreed that in the event of transfer of title to the real estate described herein, at the option of the holder of the note secured hereby, the entire balance of the note shall then become due and payable in full.

22-308-185

22-308-185

UNOFFICIAL COPY

IN WITNESS WHEREOF, said ADA S. MC KINLEY COMMUNITY SERVICES, 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.

ADA S. MC KINLEY COMMUNITY SERVICES, INC.  
a Corporation

BY: Walter C. McCrone  
President

*[Handwritten signature]*  
Secretary



STATE OF ILLINOIS  
COUNTY OF COOK } SS

I, **THOMAS H. JACOBS**  
a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that  
**WALTER C. MCCRONE**  
President of ADA S. MC KINLEY COMMUNITY SERVICES, INC.  
an Illinois Corporation, and **EARLESTE E. FAIR**  
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 ADA S. MC KINLEY COMMUNITY SERVICES, INC.  
for the uses and purposes therein set forth, and the said Secretary did also  
acknowledge 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 26  
of April A. D. 1973

*[Handwritten signature]*  
Notary Public

My commission expires

22 308 186

BOX 305

CORPORATE

**Trust Deed**

ADA S. MC KINLEY COMMUNITY SERVICES, INC.

TO

The First National Bank of Chicago

Trustee

R. E. No. 0-1

The Note mentioned in the within Trust Deed has been identified herewith.

R. E. No. 0-1

The First National Bank of Chicago, Trustee

By: *[Handwritten signature]*  
Assistant Manager Real Estate Loans  
PLANNING OFFICER

22 308 186

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

MAY 1 1973 1 50 PM

*[Handwritten signature]*  
RECORDER OF DEEDS

22308186

END OF RECORDED DOCUMENT

W O R

*SOS leg*