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DEED OF TRUST

46676 A.M.
⑤ all

THIS INDENTURE, made this 23rd day of April, 1973, by

FIRST BANK AND TRUST COMPANY OF PALATINE, not individually but as Trustee under the provisions of a Trust Agreement dated January 22, 1972 and known as Trust No. 10-405,

having a business address at:

(hereinafter called "First Party") to

HOWARD I. BASS, 4242 North Harlem Avenue, Chicago, Illinois 60634

as Trustee (herein sometimes called "Trustee" or "Second Party")

for

UNITY SAVINGS ASSOCIATION

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having a business address at 4242 North Harlem Avenue, Chicago, Illinois 60634

(herein sometimes called "Beneficiary" or "Third Party");

WITNESSETH:

WHEREAS, First Party has this day borrowed and is justly indebted to Beneficiary

in the amount of \$635,000.00

Box 419

evidenced by its certain Promissory Note (hereinafter referred to as "the note") of even date herewith, payable to the order of

Beneficiary

a copy of which note is hereto attached and made a part of this Deed of Trust as Exhibit "A".

Now, THEREFORE, in order to secure the payment of the principal of and interest on said note from time to time as therein set forth, according to the tenor, purport and effect thereof, and to secure the performance and observance by First Party of every covenant and condition herein contained, and for and in consideration of the premises and of the debt above described, and the sum of ONE DOLLAR (\$1.00) duly paid by Trustee on or before the execution of this Indenture, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by First Party, the said First Party by these presents does hereby grant, bargain and sell, mortgage, warrant, convey and confirm, assign, transfer and set over unto said Trustee and unto his successors and assigns, in trust, forever, the real estate, chattels, real personal property, and other properties, interests and rights (hereinafter collectively sometimes referred to as "Mortgaged Property") all as described and set forth in Exhibit "B", hereto attached and made a part of this Deed of Trust.

TOGETHER with—

1. all buildings, improvements and structures at any time, now or hereafter, erected, situated or placed thereon;
2. all rights, privileges, easements, hereditaments, appendages and appurtenances thereunto belonging or in anywise appertaining;
3. all right, title, interest and estate of First Party in and to streets, roads, ways, sidewalks, curbs, alleys and areas adjoining said real estate and portions thereof, and whether created by law or ordinance (conditionally or otherwise);
4. all rents, revenues, income, issues and profits, which are hereby specifically assigned, transferred and pledged primarily and on a parity with said real estate; and
5. all fixtures, fixed assets, and personalty of a permanent nature owned by First Party now or at any time hereafter annexed, affixed or attached to said real estate and/or said buildings, improvements or structures thereon and used or intended to be used in the possession, occupation or enjoyment thereof, and all replacements, additions and substitutions thereof or thereto, including, but without limiting the generality of the foregoing, all apparatus, appliances, machinery, equipment and articles used to supply or provide or in connection with heat, gas, air-conditioning, plumbing, water, lighting, power, elevator, sewerage, refrigeration, cooling ventilation, sprinkler system and water heater, all of which described in this item (5) shall be a part of the freehold and a portion of the security for the obligation hereinabove described.

TO HAVE AND TO HOLD the said mortgaged property and every part thereof unto said Trustee, and unto his successors and assigns, forever, in trust, nevertheless, to secure the payment of the note and debt above described and the performance of the covenants and agreements herein undertaken to be performed by First Party:

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Property of the County Clerk's Office

I

First Party represents and warrants (i) that it is lawfully seized and possessed of a good and indefeasible title and estate in fee simple to the real estate and improvements thereon, hereinabove described, (except as otherwise herein described) and First Party will forever warrant and defend the title to said mortgaged property and every part thereof unto Trustee against the claims and demands of all persons whomsoever; (ii) that the mortgaged property and every part thereof is free and clear of all liens, encumbrances and charges of every kind and character, including liens for general and special taxes and assessments, excepting taxes for the current year which are not yet due, and excepting the right of lessors in leasehold estates, if any, and excepting the lien of this indenture; (iii) that First Party is a corporation duly organized and existing and in good standing under the laws of the State of Illinois

(iv) that First Party has full corporate power and authority to execute the note above described and this Deed of Trust, and that the execution and delivery thereof by the officers of First Party who are executing and delivering the same have been duly and lawfully authorized and that all corporate acts and proceedings necessary or proper in the premises have been duly done, taken and performed.

II

First Party hereby expressly represents, covenants and agrees with Trustee and Third Party that:

1. First Party will duly pay said note above described and each and every installment payment therein provided to be paid, and interest on said note, punctually as and when the same shall become due and payable according to the true intent and purport thereof; without relief from valuation or appraisal laws.
2. (a) First Party will monthly pay to Third Party, in addition to the principal and interest payments required in said note, and in addition to other amounts herein provided, a sum equal to one-twelfth (1/12) of the annual premiums for insurance carried on the mortgaged property or otherwise required to be carried hereunder, together with one-twelfth (1/12) of the annual taxes and assessments on the mortgaged property, all as shall be estimated by Third Party. The sums paid under this paragraph shall be held by Third Party, without interest, and shall be applied by Third Party to the payment of the expenses for which sums respectively were deposited, as and when said expenses shall become due and before the same shall become delinquent, upon the request of First Party for such payment and the presentation by First Party to Third Party of a bill covering such expense;
 - (b) As further security for the indebtedness secured hereby, First Party will execute and deliver or cause to be executed and delivered security agreements in form satisfactory to Third Party, giving to said Third Party a first security interest in the inventory, equipment, fixtures and all other items of personal property used by First Party in the operation of its business. If Third Party shall from time to time require new security agreements to the end that the indebtedness shall at all times be secured by a first lien on said personal property, then First Party shall execute and deliver said security agreements or cause the same to be executed and delivered to Third Party. First Party will execute or cause to be executed such financing statements as may be required from time to time under the

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Uniform Commercial Code in order to make said lien effective. If said First Party shall fail to execute any security agreement or financing statement, then any officer or agent of the Third Party shall have the right, power and authority to execute said instrument on behalf of First Party, and this agency shall not be revocable since it is coupled with an interest.

3. First Party will maintain its corporate status and charter in good standing under the laws of the State of Illinois

4. First Party will provide to Third Party, within 45 days after the close of each semi-annual fiscal period, semi-annual statements of its operations and its assets and liabilities prepared by a certified public accountant satisfactory to Third Party which statements shall be in such form and detail as shall be acceptable to Third Party. Third Party or the representatives of Third Party may examine the books and records of First Party whenever such examination, in the opinion of Third Party is useful or necessary for the administration of this loan. At least once a year the statements furnished shall be certified without qualification by a certified public accountant. Third Party may from time to time require such statements showing the source and application of funds and such projections of earnings as Third Party deems to be necessary for its proper administration of the loan.

5. First Party will promptly pay and discharge, or cause to be paid and discharged, all taxes general and special, levies, charges and assessments of every kind which may have been or shall be lawfully charged or assessed against the mortgaged property, or any part thereof, or which may become a lien thereon, or on or against any interest in said mortgaged property, or any part thereof, and will duly pay and discharge all taxes, assessments and governmental charges against First Party, including, but not by way of limitation, income taxes, social security taxes and unemployment taxes, as well as all claims for labor, materials and supplies, which if unpaid might by law or proceedings become a lien or charge upon any of the mortgaged property, and upon the request of Trustee, or Third Party, First Party will furnish satisfactory evidence of the payment and discharge of any of the foregoing items, and First Party will not suffer or permit any property subject hereto to be sold for any taxes or assessments or to be forfeited therefor; provided, however, First Party may in good faith contest the validity thereof, and in case of such contest provide for the payment thereof in a manner satisfactory to Third Party;

6. First Party will not, without prior written consent of Third Party, create or permit or allow to exist or to be created any mortgage, deed of trust, pledge or other lien or encumbrance on any of said mortgaged property, other than this Deed of Trust, and First Party will not suffer or permit any mechanics' or materialmen's lien or any other lien of any nature whatsoever to attach to any of said mortgaged property or to remain outstanding against same or any part thereof; provided, however, First Party may in good faith contest the validity thereof, and in case of such contest provide for the payment thereof in a manner satisfactory to Third Party;

7. First Party will at all times keep the mortgaged property and every part thereof in good repair and condition, without any liability of Second Party or Third Party to any person for damage for failure to repair or for any other cause, and First Party will from time to time make all needful and proper repairs, restorations, renewals and replacements thereof, so that at all times the value of the security and the efficiency of the mortgaged property and every part thereof shall be fully preserved and maintained, and First Party will not permit waste or allow the mortgaged property, or any part thereof, to depreciate in value by any act or neglect;

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8. First Party will not use or permit to be used the mortgaged property or any part thereof in any manner inconsistent with the rights of Second Party or Third Party hereunder, or in violation of the provisions of any insurance policy or any rules or regulations of insurance underwriters, and in the use of said mortgaged property will comply with, or cause to be complied with, all valid laws, ordinances, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body, officer or department applicable to the mortgaged property or to the uses and purposes thereof, and will maintain and use the mortgaged property in full compliance therewith and in condition requisite thereunto.

9. (a) First Party shall at all times, at the cost and expense of First Party, keep all of the mortgaged property of an insurable nature constantly insured against loss or damage by fire, lightning, explosion, tornado and windstorm, and such other risks as Third Party may reasonably request, in an amount at least sufficient to pay all unpaid indebtedness secured hereby, and such insurance shall also be in a sum equal to such percentage of the insurable value of the property insured as may be required to prevent First Party from being considered as co-insurer thereof, such insurance to be in companies satisfactory to Third Party, and all such policies of insurance shall be so written as to make any loss occurring thereunder payable by standard mortgage clause attached thereto to Second Party and Third Party as their interest may appear, irrespective of, and which may not be invalidated by, any act or default of First Party, and all such policies, or a certificate or certificates of the insurers or of an insurance agency satisfactory to Third Party, showing that such policies, with such mortgage clauses are in force, shall be deposited with Third Party as additional security hereunder; and First Party shall also maintain at the cost and expense of First Party such public liability and other insurance as Third Party may reasonably request, insuring First Party and Second Party and Third Party against liabilities, claims, damages and losses to persons and property arising by reason of the use of the mortgaged property, or arising by reason of the conduct and operation of the business of First Party;

(b) All insurance moneys received on account of any loss or damage to the mortgaged property, after deducting therefrom the reasonable charge or expenses paid or incurred in connection with the collection and disbursement of said moneys, may be used and applied for the purpose of paying the cost of repair, restoration or replacement of the mortgaged property damaged or destroyed if First Party so elects and provides Third Party with assurances satisfactory to Third Party that all of said repair or restoration will be done within a reasonable time and that the necessary funds are available and adequate for that purpose. Whenever the term "satisfactory assurances" is used herein it shall have the above connotation. Otherwise said moneys shall be applied to the pre-payment or partial pre-payment of the installments of the note secured hereby in inverse order of the stated maturities thereof; and

(c) First Party grants to Second Party and Third Party, acting jointly or severally, full power and authority to make proof of loss under any and all insurance policies, either in the name of First Party, or in the name or names of Second Party or Third Party, and to adjust, settle, collect and receipt for all insurance, and to endorse for and in behalf and in the name of First Party any check, draft or other instrument received therefor, and to collect the proceeds thereof, and also, if default shall occur hereunder, to collect and receipt for any unearned premiums and to apply same on the obligation secured hereby. In the event of foreclosure sale, any and all insurance policies may be assigned without consent of First Party, and First Party authorizes Second Party or Third Party to assign said

Property

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policies to the purchaser or purchasers at such foreclosure sale, or if Third Party elects so to do, Second Party or Third Party may collect any unearned premiums and apply the same on the obligation secured hereby;

10. In the event the mortgaged property, or any part thereof, be taken through condemnation proceedings or by virtue of the exercise of the right of eminent domain or pursuant to governmental action, any and all amounts awarded in any such condemnation proceeding for the taking of the mortgaged property, or any part thereof, are hereby assigned to and shall be paid to Trustee, and when received by Trustee, after deducting all reasonable charges in connection with the collection and disbursement thereof, may be used and applied for the purpose of paying the cost of replacement of that part of the mortgaged property so taken or for the repair or restoration of that part of the mortgaged property not so taken, if First Party so elects and provides Third Party with satisfactory assurances, or otherwise applied to the pre-payment, or partial pre-payment, of the installments of the note secured hereby in inverse order of the stated maturities thereof;
11. First Party will protect, save harmless and indemnify Trustee and Third Party from and against any and all claims, liabilities, costs and expenses, of whatever nature, which may arise or result, directly or indirectly, by reason of the use or occupation of the mortgaged property or any part thereof;
12. In the event that any part of the mortgaged property or any additions, betterments, substitutions or replacements shall be destroyed or damaged by any party or from any cause whereby First Party becomes entitled to indemnity therefor from any third person or persons, First Party, for the considerations named, does hereby sell, assign and transfer to Trustee all of such sum or sums so due from any such third person or persons, and Trustee is hereby authorized to receive, collect and sue for the same, and First Party hereby authorizes and directs that such sum or sums be paid to Trustee upon presentation of a duly certified copy hereof. Any and all sums received by Trustee hereunder, after deducting therefrom the reasonable charge or expenses paid or incurred in connection with the collection and disbursement of said moneys, may be used and applied for the purpose of paying the cost of repair, restoration or replacement of the mortgaged property damaged or destroyed if First Party so elects and provides Third Party with satisfactory assurances, or otherwise applied to the pre-payment, or partial pre-payment, of the installments of the note secured hereby in inverse order of the stated maturities thereof;
13. If First Party shall fail to pay any tax, assessment, lien or other charge against the mortgaged property, or any part thereof (unless First Party shall be contesting payment thereof in good faith and shall have provided for payment thereof as above provided), or fails to maintain and pay for insurance as hereinabove provided, or fails to keep and perform any of the covenants and conditions herein required, Trustee or Third Party shall be privileged, but shall not be obligated, to pay such tax, assessment, lien, rent or other charge, or to redeem such property from any sale or foreclosure for taxes or assessments or liens, and may effect and pay for such insurance, pay any such obligations and make such other disbursements as are necessary or advisable in the opinion of Trustee, or Third Party, to cure any such default of First Party hereunder, or to protect the lien or the rights of Trustee and Third Party hereunder; any and all such sums of money advanced for such purposes, or any of them, by Trustee, or Third Party, shall be deemed as an additional principal sum secured by this Deed of Trust and shall be payable on demand with interest at the

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rate of per cent (...%) per annum from the time so advanced, and failure on the part of First Party to repay the amounts so advanced on demand shall constitute a default hereunder; provided, however, nothing herein contained shall be construed as requiring Trustee or Third Party to effect such insurance or to advance or expend money for any of the purposes aforesaid.

14. The said Party of the First Part does hereby waive appraisal and benefit of the homestead and exemption laws of any of the states in which the property herein referred to is located, insofar as they affect the said property herein referred to.

15. In the event this Deed of Trust mortgages any leasehold estates, when the First Party represents, covenants and agrees:

(a) That the First Party is presently the lessee by assignment under those certain Indentures of Lease heretofore described herein, and that First Party is lawfully in possession thereunder of the mortgaged premises, and that the said Leases, and each of them, at the date of the delivery of this Deed of Trust, constitutes, in each case, a valid, subsisting grant of the leasehold estate for the term therein set forth, and that this Deed of Trust is lawfully executed in conformity with each of said Leases, and is, and will be kept, a first lien on the interest of the First Party in each of said Leases and the premises covered thereby.

(b) That the First Party will promptly pay all basic rents and rents by way of tax equivalent, as and when the same shall become due, and will make all other payments and disbursements, as and when the same shall become due under each of the said leases herein before described, and will notify the Second Party immediately when each payment is made, and will, in every case, take proper receipt for the rent so paid; and the First Party will, in all respects, promptly and faithfully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements in each of said Leases to be kept, performed and complied with by the Lessee therein, and will not do, or permit anything to be done, the doing of which, or omit or refrain from doing anything, the omission of which, will be a ground for declaring a forfeiture of said Lease.

(c) That the First Party will give the Second Party immediate notice of any default under each of said Leases within its knowledge, or of the receipt by it of any notice or default from the Lessor, and furnish to the Second Party any and all information that he may request concerning the performance by the First Party of the covenants of said Lease, or of this Deed of Trust, and will permit the Second Party, or Third Party, or their agent at all reasonable times, to make investigation or examination concerning such performance.

(d) In addition to funds to be deposited in escrow for taxes and insurance as provided in Article II, Paragraph 2(a) on Page 3 hereof, First Party also agrees that it will make escrow deposits sufficient to pay all ground rents. First Party represents that the ground rent requirements are \$..... per year. First Party will monthly pay to Third Party, in addition to all other amounts herein provided, a sum equal to one-twelfth (1/12) of the annual ground rent requirements. The sums paid under this paragraph shall be held by Third Party without interest and shall be applied by Third Party to the payment of ground rent as said rent becomes due.

16. Second Party or Third Party, or their agent, shall have the right from time to time, until this loan is repaid in full, to inspect all of the properties belonging to First Party and which

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are the subject matter of this Deed of Trust, and the Security Agreements.

III

Prior to the occurrence of an event of default as hereinafter defined, First Party shall be permitted to remain in full possession and control of the mortgaged property, and, subject to the provisions hereof, to manage, use and operate the mortgaged property and every part thereof with the rights and privileges thereto appertaining, but after the occurrence of an event of default, as hereinafter defined, First Party, and all parties claiming by, through or under First Party, shall and will surrender peaceable possession of said mortgaged property and every part thereof to Trustee immediately upon demand, and Trustee shall be entitled to sole and exclusive possession of said mortgaged property and every part thereof, and to all rents, revenues, income and profits therefrom, with full right and authority to collect and receive the same, and after deducting all expenses and charges against said mortgaged property, shall apply the same as hereinafter provided.

IV

It is hereby expressly provided and agreed by First Party that in the event any one or more of the following events, each of which shall be, and is hereby defined as an "event of default," shall occur, to-wit:

- (a) If default shall be made in the payment of any installment of said note secured hereby, or any interest hereon, as and when the same shall become due and payable, whether by reason of acceleration or otherwise; or
- (b) If default shall be made in the payment to Third Party of the sums required herein to be paid to cover insurance and taxes, as and when such payments are required to be made to Third Party;
- (c) If default shall be made by First Party in the due performance or observance of any covenant, agreement or condition herein contained or required to be performed or observed by First Party, and such default shall continue for a period of fifteen (15) days after the date of the mailing of a written notice addressed to First Party at the address hereinabove set forth, or to such other address as may be designated by First Party in written notice delivered to Third Party; or
- (d) If any warranty of First Party contained herein shall prove to be in any material respect incorrect or if there shall be any other breach of any such warranty; or
- (e) If First Party shall become insolvent or unable to pay debts owing by First Party as they mature, or if First Party shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or seeking to effect a plan or other arrangement with creditors, or shall file an answer admitting the jurisdiction of the court and the material allegations of any involuntary petition filed against First Party pursuant to an Act of Congress relating to bankrupts, or if First Party shall be adjudged bankrupt or shall make an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial part of the assets of First Party or shall apply for or consent to or acquiesce in the appointment of any receiver or trustee for First Party or of a substantial part of the property owned by First Party; or
- (f) If an order shall be entered pursuant to any Act of Congress relating to bankrupts or to any act purporting to be amendatory thereof approving an involuntary petition seeking reorganization of First Party or seeking the appointment of any receiver or trustee for First Party or of a substantial

part of the property of First Party or a writ or warrant of attachment or of distraint of any similar process shall be issued against a substantial part of the property of First Party and such order is not vacated or such warrant of attachment or other similar process is not released or bonded within sixty (60) days after levy.

(g) If any guarantor of the note secured by this Deed of Trust shall default in the performance of the provisions of his guarantee in any respect.

WHEN, AND IN EACH AND EVERY SUCH EVENT:

1. The balance of the principal of the note then outstanding and unpaid and the accrued interest thereon shall, at the option of Third Party, become and be due and payable immediately, anything in said note or in this Deed of Trust to the contrary notwithstanding, and said principal sum then outstanding and unpaid shall bear interest at the rate of 9.5 per cent (9.5%) per annum.
2. Upon demand of Trustee, First Party shall forthwith surrender to Trustee the actual possession of all of the mortgaged property and it shall be lawful (whether or not First Party has so surrendered possession) for Trustee, either personally or by agents or attorneys, forthwith to enter into or upon the mortgaged property and to exclude First Party, the agents and servants of First Party, and all parties claiming by, through or under First Party, wholly therefrom, and Trustee shall thereupon be solely and exclusively entitled to possession of said mortgaged property and every part thereof, and to use, operate, manage and control the same either personally or by managers, agents, servants or attorneys, for the benefit of Third Party, to the fullest extent authorized by law; and upon every such entry, the Trustee may, from time to time, at the expense of the mortgaged property and every part thereof, make all necessary and proper repairs and replacements thereto and thereon, as to the Trustee may seem judicious;
3. Trustee may make demand for and collect and receive all rents and income from the mortgaged property, including rents and income accrued but unpaid prior to the date of such default, and the receipt of Trustee therefor shall be binding on First Party with respect to the amount so paid. All sums of money received by Trustee from rents and income, after deducting therefrom the reasonable charges and expenses paid or incurred in connection with the collection and disbursement thereof, shall be applied to the payment of the note secured hereby, or applied to remedy any default hereunder, as Third Party may direct. Any lessee of the mortgaged property, or any part thereof, shall be fully protected in relying and acting upon the written statement of Third Party to the effect that this deed of Trust is in default and that Trustee is entitled to receive the rents and income hereunder, notwithstanding any notice to or knowledge of said lessee to the contrary. Said lessee shall have no duty to determine that any sum paid to Trustee hereunder is properly applied by Trustee.
4. Trustee, at the request of Third Party, shall proceed to sell, either by himself or by agent or attorney, the mortgaged property or any part thereof at public vendue or outcry to the highest bidder for cash after first giving notice of the time, terms and place of sale in such manner as he shall determine, or as shall be required by the law of the particular state wherein the property is located, and upon such sale Trustee shall receive the proceeds of such sale and shall execute and deliver deed or deeds in fee simple, or other instruments of conveyance, assignment and transfer to the property sold, to the purchaser or purchasers thereof; and

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5. Trustee may proceed by suit or suits at law or in equity, as Trustee may be advised by counsel, to enforce the payment of said note or to foreclose this Deed of Trust, and in such event Trustee shall be entitled to a reasonable fee for his services and the services of his attorneys and agents, and for all expenses, costs and outlays. Upon or at any time after the filing of any suit to foreclose the lien hereof, Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the mortgaged property, either before or after sale, without notice and without regard to the solvency or insolvency of First Party at the time of the application for such receiver, and without regard to the then value of the mortgaged property, and Trustee, or Third Party, may be appointed as such receiver. Such receiver shall have full power to collect the rents, issues and profits from the mortgaged property and all other powers necessary or incidental for the protection, possession, control, management and operation of the mortgaged property.

V

Upon such sale or sales made by Trustee under the power herein granted or upon any sale or sales under or by virtue of any judicial proceedings: (i) the whole of the mortgaged property, real, personal and mixed, may be sold in one parcel as an entirety, or the mortgaged property may be sold in separate parcels as may be determined by Trustee in his discretion; (ii) Trustee shall receive the proceeds of such sale or sales and shall execute and deliver deed or deeds or other appropriate instruments of conveyance, assignment or transfer, of the property sold, to the purchaser or purchasers thereof, and any deed or other instrument of conveyance, assignment or transfer made and delivered by Trustee in pursuance of the powers granted and conferred herein, and all recitals therein contained shall be prima facie evidence of the facts therein set forth; (iii) any such sale or sales shall operate to divest First Party of all right, title, interest, claim and demand, either at law or in equity, under statute or otherwise, in and to the mortgaged property and every part thereof so sold and shall be a perpetual bar, both in law or equity, against First Party and any and all persons claiming or to claim from, through or under First Party; First Party hereby expressly waives all rights and equities of redemption, and all other rights and exemptions of every kind, in and to the property so sold; and (iv) at any such sale or sales Third Party may bid for and purchase the mortgaged property or any part thereof and may make payment therefor by presenting to Trustee the note hereby secured so that there may be endorsed as paid thereon the amount of such bid which is to be applied to the payment of said note as herein provided.

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VI

~~In the event of foreclosure of this Deed of Trust by any method herein provided, the First Party does hereby waive any and all rights of redemption or appraisal, and consents that sale of said property may be made as a whole or in parcels.~~

VII

Upon the foreclosure and sale of the mortgaged property, or any part thereof, the proceeds of such sale or sales shall be applied as follows: First, to the cost and expense of executing this trust, including reasonable compensation of Trustee and reasonable attorney's fees, outlays for documentary stamps, cost of procuring title certificates, continuing abstracts, title searches or examinations reasonably necessary or proper; and next, to the payment of any and all advances

made by Trustee or Third Party, with interest thereon as hereinabove provided; next, to the payment of the balance of the indebtedness evidenced by the note secured hereby, with interest thereon as therein provided; and any surplus thereafter shall be paid to First Party; provided that in the event the net proceeds of such sale or sales shall not be sufficient to pay in full the indebtedness hereby secured, First Party hereby promises and agrees to pay any deficiency thereon on demand.

VIII

Each time it shall become necessary to insert an advertisement of foreclosure, and sale is not had, Trustee shall be entitled to receive the sum of ONE HUNDRED (\$100.00) DOLLARS for services and the amount of all advertising charges from First Party, all of which shall be further secured hereby.

IX

The Trustee may resign at any time by written instrument to that effect delivered to the owner of the debt secured hereby. The owner of the debt secured hereby shall be entitled to remove, at any time or from time to time, the Trustee and to select a successor in trust to the Trustee. In case of the death, removal, resignation, refusal to act, or otherwise being unable to act of the Trustee, the owner of the debt secured hereby shall be entitled to select and appoint a successor-trustee hereunder by an instrument duly executed, acknowledged and recorded in the counties wherein is located the real estate hereby conveyed, and any such successor-trustee shall thereupon succeed to Second Party as Trustee hereunder and to all of the rights, powers, duties, obligations and estate of said Trustee as if specifically named herein. No defect or irregularity in the resignation or removal of said Trustee or in the appointment of a successor-trustee or in the execution and recording of such instrument shall affect the validity of said resignation, removal or appointment or any act or thing done by such successor-trustee pursuant thereto. If the Trustees of the Central States, Southeast and Southwest Areas Pension Fund are then the owners of the debt secured hereby, a certificate of the Executive Secretary of the said Pension Fund that any instrument recorded hereunder was duly authorized by the Trustees of the Pension Fund shall be conclusive evidence of that fact.

X

It is agreed that Trustee shall not be disqualified from acting as Trustee hereunder or from performing any of the duties of Trustee, or from exercising the rights, powers and remedies herein granted, by reason of the fact that Trustee is an employee of Third Party, or is interested, directly or indirectly, as the holder of the note hereby secured, First Party hereby expressly consenting to Trustee acting as Trustee, irrespective of the fact that Trustee might be otherwise disqualified for any of the foregoing reasons, and that any interest which Trustee or any successor shall have or may acquire in the obligations hereby secured, or the premises and property hereby conveyed, shall neither interfere with nor prevent his acting as Trustee or from purchasing said property at said sale or sales, and all parties waive any objection to Trustee having or acquiring any such interest in the obligations or property aforesaid and continuing to act as Trustee.

XI

Trustee covenants faithfully to perform and fulfill the trust herein created, being liable, however, only for wilful negligence or misconduct.

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XII

First Party and Third Party hereby expressly waive oath, inventory and bond for execution of this trust on the part of Trustee or any successor trustee.

XIII

The Trustee is authorized and empowered to perform all acts which a mortgagee may perform under the statutes of the State of Illinois or any amendments thereto or acts supplementary thereto, for the protection of Trustee's or Third Party's interest in the premises.

XIV

No remedy herein conferred upon or reserved to Trustee or Third Party is intended to be exclusive of any other remedy, but every remedy herein provided shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute; and every power and remedy given by this indenture to Trustee or to Third Party may be exercised from time to time and as often as may be deemed expedient. No delay or omission by Trustee or by Third Party to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any default or an acquiescence therein. In case Trustee shall have proceeded to enforce any right under this indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely, then, and in such and every such case, First Party and Trustee shall severally and respectively be restored to their former positions and rights hereunder in respect of the mortgaged property, and all rights, remedies and powers of Trustee shall continue as though no such proceedings had been taken.

XV

If any additional sum or sums shall become due and owing by First Party to Third Party, pursuant to the provisions hereof, the affidavit of Third Party shall be sufficient evidence of the fact that such additional sums are secured hereby in the amount set forth in such affidavit.

XVI

Should the trustee appointed herein, or his successor, or the said beneficiary, its successors or assigns, be made defendant in any suit involving the title to any of the properties hereby conveyed, or involving the validity or priority of the lien of this Deed of Trust, then it is agreed that in every such case an attorney's fee in a reasonable amount shall be fixed by the court in which said suit may be pending, and may be adjudged in favor of the attorney or attorneys of record representing the said parties, or any of them, therein, which fee shall be adjudged against the First Party, on motion made therein therefor as a part of the costs of such proceedings, and that such reasonable costs and expenses of the said parties, or any of them, shall also be fixed and adjudged as costs therein by the court, and it is agreed that all such fees, costs and expenses of every such proceeding shall be adjudged against said First Party, and when so adjudged shall be secured by this Deed of Trust.

XVII

The term "Third Party" shall be deemed to mean and include the endorsee(s), transferee(s) or the holder(s) at the time being of the

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note hereinabove described, and the successor or successors and assigns of said Third Party, and the terms "Trustee" and "Second Party" shall be deemed to mean and include any successor or successors of the Trustee in the trust hereby created; and the covenants and agreements shall bind and inure to the benefit of the heirs, successors and assigns of First Party and all persons claiming under First Party, and the Trustee, and the successor in trust of the Trustee, and the endorsee(s), transferee(s), successors and assigns of Third Party. Regardless of their form, all words shall be deemed singular or plural and shall have the gender required by the text.

XVIII

In the event any part, portion or provision of this Deed of Trust or said note shall for any reason be illegal, invalid or unenforceable with respect to any class or part of the mortgaged property, then such part, portion or provision thereof shall be held to apply, and shall be applied, only to such property as to which it is legal, valid and enforceable, and such illegal, invalid or unenforceable part, portion or provision shall be deemed separate and severable from the remaining portion thereof, and such remaining portion thereof shall remain in full force and effect as to all the mortgaged property, the same as if such part, portion or provision thereof declared illegal, invalid or unenforceable had not been part thereof.

XIX

Trustee or Third Party shall be entitled to own and hold by subrogation as additional security hereunder all mortgages, liens and other encumbrances which have been paid from the proceeds of this Deed of Trust and Note. Said mortgages, liens and other encumbrances shall be operative even though they are discharged of record in the same manner as if they were assigned to the Trustee or Third Party without cancellation of the instruments which evidence said mortgages, liens or other encumbrances, and as if they were not satisfied of record.

XX

No extension of time granted by Trustee or Third Party for the payment of the indebtedness, and no modification of this Deed of Trust entered into by Trustee or Third Party, and no release of any property hereunder or any change in the release prices or any increase in the amount of the indebtedness by reason of a future advance, shall affect or diminish the priority of this Deed of Trust as against any junior encumbrances or against any grantee who has purchased part of the property subject to the Deed of Trust; and none of said acts shall affect the liability of the First Party under the Note or under this Deed of Trust.

XXI

The lien of this Deed of Trust shall secure all future advances made hereunder and all extensions, renewals or modifications of the note, together with interest thereon.

XXII

The loan secured hereby is made in reliance upon the ownership and management of First Party of the mortgaged property. Therefore, if First Party shall convey all or part of the mortgaged property (except to the extent permitted by the terms hereof) or if the management, ownership or control of First Party shall change so that the present shareholders (if First Party is a corporation), partners

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Property of Clark's Office

(if First Party is a partnership) or owners (if First Party is some other entity) shall relinquish or lose their present degree of such management, ownership or control, then all indebtedness secured hereby shall at once become due and payable at the option of the holder of said indebtedness. Insubstantial changes, or changes by reason of death or conveyances or assignments made to members of an owner's family, shall not operate to accelerate the indebtedness; but in the event of such changes this clause shall apply to the grantee or assignee as if he were the First Party.

XXIII

In the event this Deed of Trust provides for partial reconveyances from the lien of this Deed of Trust, it is a condition to the granting of such partial reconveyances that there be no default under the terms of this Deed of Trust, or the Note secured hereby, or of any other collateral documents evidencing or securing this loan transaction.

XXIV

If First Party shall well and truly pay or cause to be paid to Third Party the said note with interest thereon, and the other obligations hereby secured as and when the same shall become due and payable under the terms of said note and hereof, then this trust shall cease and be void and the mortgaged property hereinbefore conveyed shall be released at the cost of First Party.

XXV

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

XXVI

First Party shall have the right from time to time to obtain releases from the lien hereof upon payment of release fees and portions of the principal. The repayments of principal and the fees payable at the time of release are as follows:

As to each lot in Knightsbridge Units 1, 2, 3 and 4:

Debt repayment amount	\$15,875.00
Release Fee amount	<u>1,625.00</u>
Total per lot	\$17,500.00

As to Parcel "B", there is no right to obtain a partial release.

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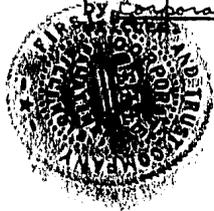
Property Court's Office

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XXVII

This Deed of Trust is executed by First Party, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Party hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said Mortgagor or on said First Party personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said First Party personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantors, if any.

IN WITNESS WHEREOF, FIRST BANK AND TRUST COMPANY OF PALATINE, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ~~President~~ President and its corporate seal to be hereunto affixed and attested by Corporate Secretary, the day and year first above



FIRST BANK AND TRUST COMPANY OF PALATINE, As Trustee as aforesaid and not personally

By [Signature] Its _____ President

ATTEST:

[Signature: Carol A. Halpans]
Its Corporate Secretary
(CORPORATE SEAL)

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STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, Alice M. Gauthier, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that JAMES A. DRYSDALE, President of FIRST BANK AND TRUST COMPANY OF PALATINE, and CAROLE A. WALPAUS, Corporate Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Corporate Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Corporate Secretary then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

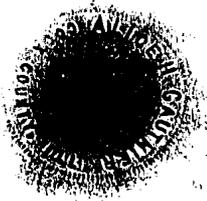
Given under my hand and Notarial Seal this 24th day of April, 1973.

Alice M. Gauthier

My Commission Expires:

March 30, 1974

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NOTE

\$635,000.00

LOAN NO. 20285-02

FOR VALUE RECEIVED, the undersigned, FIRST BANK AND TRUST COMPANY OF PALATINE, as Trustee under Trust Agreement dated January 22, 1972, and known as Trust No. 10-405, and not personally, does hereby promise to pay to the order of UNITY SAVINGS ASSOCIATION, of 4242 North Harlem Avenue, Chicago, Illinois, or at such other place as may be designated by the holder of this Note, the sum of SIX HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$635,000.00), together with interest at the rate of eight and one-half per cent (8-1/2%) per annum until paid in full. Interest shall be payable monthly on outstanding balances from time to time, on the first day of each month, commencing with June 1, 1973. All principal shall be payable 24 months after date hereof.

Said payment shall be applied first to interest on the unpaid balance at the rate herein specified and then to principal. The interest for each month shall be added to the unpaid balance on the first day of said month at the rate of one-twelfth (1/12) of the annual interest rate and shall be calculated upon the unpaid balance as of the last day of the preceding month. Any amount may be prepaid upon this obligation at any time.

The undersigned further agrees that upon any default upon this obligation or the instrument securing it, interest at the rate of one per cent (1%) per annum above the rate provided herein on the unpaid balance of this indebtedness may be charged for the period of such default. Upon any default under this obligation, or the instrument securing it, at the option of the holder of this Note, the unpaid balance of this Note and any advances made under it or the instrument securing it, together with interest, shall become due and payable without notice, time being of the essence of this contract. Any waiver of any payment hereunder or under the instrument securing this Note at any time,

EXHIBIT A

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shall not at any other time be taken to be a waiver of the terms of this Note or the instrument securing it.

The makers, sureties, guarantors and endorsers of this Note, jointly and severally, hereby waive notice of and consent to any and all extensions of this Note or any part thereof without notice; and each hereby waives demand, presentment for payment, notice of non-payment and protest, and any and all notice of whatever kind or nature and the exhaustion of legal remedies hereon, and waive valuation, exemption and homestead rights.

In this Note and the instrument securing it, the singular shall include the plural and the masculine shall include the feminine and the neuter. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them, their heirs, personal representatives and assigns.

This Note is secured by a mortgage of even date to UNITY SAVINGS ASSOCIATION on real estate located in Cook County, Illinois, and other security instruments.

This Note is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said mortgage securing the payment hereof, by the enforcement of the provisions contained in said mortgage. No personal liability shall be asserted or be enforceable against the undersigned or any person interested beneficially or otherwise in said property specifically described in said mortgage given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because of or in respect to this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof; but nothing

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herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any; and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this Note or of any installment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said mortgage given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said mortgage set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

IN WITNESS WHEREOF the undersigned corporation, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its ~~Vice~~ President, and its corporate seal to be hereunto affixed and attested by its Corporate Secretary, this 23rd day of April, A. D., 1973.



FIRST BANK AND TRUST COMPANY
OF PALATINE,
As Trustee as aforesaid and
not personally

By James H. Reynolds
Its _____ President

ATTEST:

Carole A. Halpans
Its Corporate Secretary

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RECORDED BY
CG-3400-174

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PARCEL "A"

Lots 30 to 55, both inclusive, in Knightsbridge Unit 3, being a Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 9, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Lots 56 to 81, both inclusive, in Knightsbridge Unit 4, being a Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 9, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Lots 28 and 29 of Knightsbridge Unit 1, being a Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 9, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Lots 93, 101 and 102 of Knightsbridge Unit 2, being a Subdivision of part of the Southeast Quarter of the Northwest Quarter of Section 9, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL "B"

Lot 1 in Baldwin Hills, being a Subdivision in Sections 8, 9, 16 and 17, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT "B"

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END OF RECORDED DOCUMENT