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THIS INDENTURE, Made July 9 1973 between La Salle National Bank, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated August 11, 1972 and known as trust number 44426 herein referred to as "First Party," and HOWARD I. BASS

WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00)

made payable to MERRICK UNITY SAVINGS ASSOCIATION and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust assets subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 8-1/2 per cent per annum

as follows: Interest payable monthly on outstanding loan Balances as follows: Interest payable monthly on outstanding loan

of principal and interest if not sooner paid, shall be due SEVEN TWO YEARS from initial disbursement. All such payments or amounts of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal provided that the principal of each installment unless paid when due shall bear interest at the rate of 9-1/2 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, at the rate of 9-1/2

holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of UNITY SAVINGS ASSOCIATION, 4242 North Harlem, Chicago, Illinois.

NOW, THEREFORE, First Party in and for the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar hereunto paid, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF AND STATE OF ILLINOIS, to-wit:

As described on Exhibit "A" attached hereto and hereby incorporated by reference.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, easements, encumbrances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be satisfied thereto (which are pleaded prior, by, and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether electrically controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, indoor beds, swings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth. IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay or cause to be paid any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request furnish satisfactory evidence of the payment of such indebtedness to Trustee or to holders of the note; (4) comply within a reasonable time any building or buildings now or at any time in process of construction upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any property is attached all general taxes, and any special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or holders of the note duplicate receipts; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may be liable to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clauses to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or release from any tax sale or forfeiture affecting said premises or contest any tax or assessment, all moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officials without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure 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.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with or without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness hereby secured, and without regard to the true value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court may also authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness hereby secured, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
8. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require identification satisfactory to it before exercising any power herein given.
9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate of any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.
10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. As used herein for the word "mortgage" shall mean this Trust Deed, "Mortgagor" shall mean First Party and "Mortgagee" shall mean UNITY SAVINGS ASSOCIATION. If HOWARD I. BASS should be unwilling or unable to act, then MITCHELL H. BASS shall be successor trustee hereunder with all powers as if he had been originally named trustee hereunder.

12. The provisions of a Rider, attached hereto as Exhibit "B" and executed by Mortgagor, are hereby incorporated by reference.

THIS TRUST DEED is executed by the La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it by its Board of Directors (and said La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said La Salle National Bank personally for any such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that the said First Party and its successor and said La Salle National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of said note, and their heirs, assigns and assigns hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created and secured by said note provided or by action to enforce the personal liability of the guarantor, if any.

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

ATTEST: JAMES A. CLARK Assistant Vice President of the LA SALLE NATIONAL BANK, and KENNETH MARKS Assistant Secretary

STATE OF ILLINOIS County of Cook Linda M. Zurek Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, this

Notary seal for Linda M. Zurek, Notary Public, Commission Expires July 23, 1974. Date: July 12, 1973.

IMPORTANT: FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD. The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 22397090.

1973 JUL 12 PM 2 21 JUL-12-73 694327 • 22397090 • A — REC 9.00

Form for LaSalle National Bank, CHICAGO, 133 South La Salle Street. Includes fields for TRUST DEED, TO, and FROM. Box 855. Form No. 22397090.

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EXHIBIT "A"

The following lots and blocks, all in Percy Wilson's Keystone Addition to Arterial Hill, a Subdivision of the South half of the Northwest Quarter of Section 16, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AREA A

Block

Lots

51	28, 29, 30, 32, 33, 34, 38
52	1, 2, 3, 5, 6, 8, 9, 10, 11, 14, 25, 29, 30, 31, 32, 33, 34, 35, 37, 38
53	3, 5, 6, 7, 11, 12, 14, 22, 25, 26, 27, 28, 30, 31, 32, 33, 34, 37
54	1, 3, 4, 5, 6, 9, 11, 12, 13, 14, 21, 22, 25, 31, 37
55	2, 7
60	6, 7, 8, 9
61	1, 2, 3, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 22, 27, 24, 25, 26, 27, (except the North 32.6 feet thereof)
62	21, 22, 23, 25, 26, 28, 30, 31, 32, 33, 34, 36, 37, 38

AREA B

Block

Lots

55	18, 19, 20, 21
58	1, the North 170 feet of 2, the North 170 feet of 5, 6
59	1, 2, 3, the North 50 feet of 4, the North 170 feet of 7, 8
60	13, 14, 15

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RIDER ATTACHED AS
EXHIBIT "B"

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

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

(a) Single Family Area (Area "A") in Blocks 51, 52, 53, 54, 55 (W 1/2), 60 (W 1/2), 61 and 62 (E 1/2). 99 single family lots: \$130 per lot.

(b) Quadruminium Areas (Area "B"): Block 55 (E 1/2), Block 56, 58, 59, 1/2 Block 60. First 28 sites to be released. \$1,350 per building site.

Both as provided as follows:

Releases and Subordinations: As to Area "B" - Upon payment of \$1,350 per building site, as above set forth, UNITY will subordinate to an acceptable construction loan as herein-after defined, but said mortgage, as subordinated, shall continue to secure the payment of \$1,350 per building site. As to Area "A" - UNITY will subordinate to an acceptable construction loan, but said mortgage, as subordinated, shall continue to secure the payment of a release fee of \$130 per lot.

An acceptable construction loan shall be taken to mean either (a) a loan, the proceeds of which shall be sufficient to pay: (i) all costs of construction of a building to be built on said site, (ii) all interest during the construction period, (iii) any and all other costs of completing said building, and (iv) any amount then unpaid to UNITY, which payment to UNITY may be made out of the final disbursement of said construction loan, or (b) a loan obtained and expended for construction purposes only, the amount of which does not exceed 8 1/2% of the total sales price of the completed unit.

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

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

17. Use of Loan Proceeds: Improvements (water, storm and sanitary sewer, paving and sidewalks) in Normal Avenue from Joe ... Road to Glengate Avenue.

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

19. UNITY agrees as follows:

(a) At such time as GLENGATE shall have repaid at least one-half of the principal amount disbursed under each additional loan, then it shall be entitled to a 120 day notice of default prior to UNITY'S exercise of any remedy of default and GLENGATE shall have 120 days after notice of a default to cure said default, unless the default relates to a declaration of default by a mortgagee then senior in lien position to UNITY. If GLENGATE has not cured said default within said 120 day period, then UNITY may proceed to enforce the default provisions.

(b) GLENGATE shall have the right at any time to cure a default arising out of a declaration of default by a then senior mortgagee by paying an amount to UNITY equal to the then subordinated position of UNITY, as to the property as to which a default by the senior mortgagee has been declared.

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THE PUBLIC RECORDS OF THE STATE OF ILLINOIS
OFFICE OF THE CLERK OF THE SUPREME COURT
100 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602
RECORDED & INDEXED
JUL 23 1974

UNITY shall not be under any obligation to disburse any loan proceeds on any loan at a time when the 120 day notice period described above is running.

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

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

By [Signature]
Its Asst. Vice President

ATTEST:

[Signature]
Asst. Secretary

[CORPORATE SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Given under my hand and Notarial Seal this 11th day of July, 1973.

[Signature]
Notary Public

My Commission Expires:
July 23, 1974

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END OF RECORDED DOCUMENT