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TRUST DEED

THIS INDENTURE, made this 8th day of March A.D. 1976 by and between NATIONAL BOULEVARD BANK OF CHICAGO, not personally, but as Trustee under a Trust Agreement dated March 8, 1976 and known as Trust No. 5510 (hereinafter sometimes called "Mortgagor"), 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.

W I T N E S S E T H :

WHEREAS, Mortgagor is justly indebted under a certain Note of even date herewith of Mortgagor and Richard A. Heise ("Heise") jointly to Trustee in the original principal amount of \$125,000.00 (the "\$125,000 Note"); and

WHEREAS, Heise is justly indebted under a certain Note dated April 10, 1975 to Trustee in the original principal amount of \$25,000.00 (the "Heise Note"); and

WHEREAS, Heise and Clair A. Heise (collectively the "Heises") are justly indebted to Trustee under certain Notes as follows:

1. Note dated March 4, 1974, in the original principal amount of \$224,394.21;
2. Note dated April 15, 1974, in the original principal amount of \$200,000;
3. Note dated July 12, 1974, in the original principal amount of \$25,000;
4. Note dated January 9, 1975, in the original principal amount of \$60,000;

(which Notes are collectively referred to hereinafter as the "Heises' Notes," and which Heises' Notes are, together with the \$125,000 Note

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and the Heise Note, collectively referred to hereinafter as the "Secured Notes");

WHEREAS, each of the Secured Notes is payable on demand and bears interest from the respective date thereof until paid at the rate of three-quarters of one percent (3/4%) per annum above the corporate base rate of Trustee charged to the best customers of Trustee or 90-day commercial notes, which rate changes when and as the corporate base rate of Trustee changes; and

WHEREAS, Heise is the sole beneficiary of Mortgagor and has agreed to the execution and delivery of this Trust Deed as security for all of the Notes.

NOW, THEREFORE, Mortgagor for the purpose of securing the payment of the Secured Notes 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 unto Trustee, its successors and assigns, the Real Estate, situate, lying and being in the County of Cook and State of Illinois, and legally described in Exhibit A attached hereto.

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 erected 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 parity with the mortgaged property as security for the payment of the indebtedness secured hereby) and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all shrubbery, shades and awnings,

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screens, curtain fixtures, venetian blinds, hall and stair carpeting, gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, elevators, motors, bathtubs, sinks, apparatus for supplying or distributing heat, light, water, air conditioning, sprinkler protection, power or refrigeration (including individual unit refrigerators) and all other apparatus and equipment in or that may be placed in any building now or hereafter standing on said land (which are hereby understood and agreed to be part and parcel of the real estate and appropriated to the use of the real estate, and whether affixed or annexed or not, shall for the purposes of this Trust Deed be deemed conclusively to be real estate and conveyed hereby) and also all the estate, right, title and interest of Mortgagor of, in and to said premises, all of which are herein sometimes referred to as "mortgaged property", or "mortgaged premises".

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

Mortgagor covenants and agrees until the indebtedness aforesaid shall be fully paid, (1) not to use said premises or permit or suffer the same to be used for any unlawful purpose or in any manner that might injure the reputation of the same or that might or could result in a 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

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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.

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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 any of the Secured Notes.

In the event that general taxes for any year shall not have been levied and assessed against the mortgaged property, or if having been levied and assessed shall not have been placed in collection by proper taxing officials by the first day of May in the following year, then, unless Mortgagor is maintaining a tax reserve account with National Boulevard Bank of Chicago to provide for the payment of such taxes Mortgagor shall deposit with Trustee within thirty (30) days from said first day of May a sum equal to the amount of such taxes if levied and assessed, or if not levied and assessed, a sum equal to the estimated amount of such taxes, as determined by Trustee, to be not less than the amount of the general taxes last levied and assessed. Trustee shall have the power to apply such deposit in payment of the taxes for which said deposit shall have been made, subject only to the other terms, covenants and conditions in this Trust Deed contained. It is, however, expressly agreed that 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 Secured Notes, 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 Secured Notes, a sum of money sufficient in the judgment of Trustee to pay in full such contested taxes, assessments or impositions, and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times. Upon the failure

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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 Secured Notes. 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 is or shall be in any manner imposed on Trustee, to pay, or see to or provide for the payment of any taxes, assessments or other charges which may be so imposed upon said mortgaged property or any part thereof. In the event that 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 covenants that until all indebtedness secured by this Trust Deed is fully paid it will maintain its corporate existence and will continue to be a valid and existing Corporation under the laws of the State of Illinois authorized to transact business in the State of Illinois, paying all license or other fees and making all reports needful for that purpose; and that it will comply with all of the provisions of the laws of said State(s) and of the United States of America, and any political or municipal subdivisions

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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 Trustee 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 the indebtedness secured hereby.

In the event any issuance tax or documentary revenue stamps are at any time required to be paid or affixed to any of the Secured Notes, 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 covenants and agrees upon demand to pay such tax or procure said stamps at its expense and cause the same to be affixed in accordance with any such law or governmental regulation; and in case 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 moneys so advanced shall constitute additional indebtedness hereunder to the same extent and with the same effect as hereinafter provided with respect to other advances of funds by Trustee or the holder or holders of said Note.

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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 any of the Secured Notes or Trustee may, but need not, make any such payment or perform any such act in any form and manner deemed expedient and (without limiting the generality of the foregoing), may, but need not, (a) make full or partial payments of indebtedness secured by a lien of charge on the premises superior to the lien hereof; (b) make all necessary repairs to or replacements in said premises; (c) pay or settle and compromise any liens of mechanics or material men or any and all suits or claims for liens or any other claims that may be made against said premises; (d) pay any water rates, taxes, assessments (general and special) of any kind and nature whatsoever or other impositions and governmental charges which may have been levied, assessed, charged or imposed upon said premises, or upon the indebtedness secured hereby or any part thereof, or redeem said premises from any sale for non-payment thereof or purchase any tax certificate or tax title; (e) procure insurance and pay the necessary premiums therefor. In the event of any repairs or remodeling by the Mortgagor and the deposit of funds by the Mortgagor to be disbursed by Trustee, in payment for such repairs or remodeling, as elsewhere in this Trust Deed provided, or in the event that Trustee shall file or prosecute objections to taxes, assessments or other charges, as elsewhere in this Trust Deed provided, Trustee shall be entitled to reasonable compensation for its services and to the repayment of all expenses incurred by it, including compensation 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 any of the Secured Notes with interest thereon at 7% per annum shall become so much

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additional indebtedness secured by this Trust Deed, payable on demand, and shall be allowed in any decree foreclosing this Trust Deed. There shall likewise become so much additional indebtedness secured by this Trust Deed, payable on demand, and shall be allowed in any decree foreclosing this Trust Deed, compensation for services of Trustee herein and attorneys' and 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, to which Trustee and the holder or holders of any of the Secured Notes, 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 Trustee or the holder or holders of any of the Secured Notes 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 any of the Secured Notes 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

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to the rights of Mortgagor and 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 Notes, Trustee may at its option, and shall on written application by the holder or holders of any of the Secured Notes, notwithstanding the purpose for which such deposits were made, apply the same in reduction of said indebtedness or any other charges then accrued or to accrue, secured by this Trust Deed.

Mortgagor, guarantor of the Notes secured hereby, and any person liable for or who shall have assumed the payment of said Notes hereby consents to the extension of the time of payment of the Notes 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 Notes 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 Secured Notes.

If default be made in (a) the due and punctual payment of any of the Secured Notes or any instalment due in accordance with the

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terms thereof, or after demand therefor, either of principal or interest; or (b) the Mortgagor or Heise shall be adjudicated a bankrupt or a trustee or a receiver shall be appointed for the Mortgagor or Heise or for all of its or his property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Mortgagor or Heise 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 or Heise 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 or Heise shall be approved and not vacated or stayed within sixty (60) days, or shall make an assignment for the benefit of creditors, or shall admit in writing its or his inability to pay its or his debt generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its or his property or the major part thereof; or (d) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained or required to be kept or performed or observed by the Mortgagor and the same shall continue for thirty (30) days after written notice to the Mortgagor by the Trustee or the holder or holders of the Secured Note; or (e) if the buildings and improvements on said mortgaged property shall be destroyed or materially damaged by fire or other casualty; or (f) any default shall occur in that certain Mortgage of the Real Estate by Mortgagor to National Boulevard Bank dated March 15, 19 75, and recorded _____, 19____, or in the

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Note or Loan Agreement secured thereby; or (g) Heise shall die; or (h) all or any part of the Real Estate shall be sold or assigned without the prior written consent of Trustee, 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 the Secured Notes, 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 the Secured Notes, or Trustee, for the benefit of the legal holder or holders of the Secured Notes, shall have the right to immediately foreclose this Trust Deed, for all indebtedness then due, payable and delinquent (including any indebtedness becoming due by acceleration) and upon the filing of any complaint for that purpose, the court in which such complaint is filed, may at any time thereafter, either before or after sale, and without notice to Mortgagor, or any party claiming under said party, and without regard to the solvency or insolvency, at the time of any application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the mortgaged property and the rents, issues and profits thereof, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor, and hereby expressly waives the filing of any plaintiff's bond, whether required by statute or otherwise. Such receivership shall continue after decree and foreclosure sale, irrespective of whether or not there shall be a deficiency decree and shall extend to the end of the redemption period regardless of whether or not there shall be a redemption (by any person 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

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powers and duties of receivers in like or similar cases, and all the powers and duties that might be exercised by Trustee in case of entry as hereinafter provided. The court may from time to time authorize said receiver to apply the net amounts in his hands in payment (in whole or in part) of any or all of the items following: (1) amount due upon the indebtedness secured hereby; (2) amount due upon any decree entered in any suit foreclosing this Trust Deed; (3) insurance of the improvements upon said premises; or (4) taxes, special assessments or any other lien or charge upon said premises that may be or become superior to the lien of this Trust Deed or of any decree foreclosing the same. Mortgagor consents to the appointment of an officer or employee of, or any other person designated by Trustee, or its successors in trust, as such receiver.

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

There shall be included in any decree foreclosing this Trust Deed and be paid out of the rents or proceeds of any sale made in pursuance of such decree, (1) all costs of such suit or suits, advertising, sale and conveyance, including attorneys', stenographers' and Trustee's fees, outlays for documentary evidence,

and the cost of said abstracts, title guaranty policy, Torrens certificates, and examination or opinion of title; (2) all the moneys advanced by Trustee or any one or more of the holders of any of the Secured Notes, for any purpose authorized in this Trust Deed, with interest at the rate of seven (7) per centum per annum on such advances; (3) all principal and interest remaining unpaid. The overplus 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 as herein provided, the holder or holders of any of the Secured Notes, or the owner or owners of any indebtedness due hereunder, shall be entitled to reimbursement for all expenses incurred in connection with the preparation or filing of such complaint to foreclose, including attorneys' and stenographers' fees, and all outlays for documentary evidence, cost of abstract of title, guaranty policy, or a Torrens certificate, and examination or opinion of title for the purpose of such foreclosure, and court costs, and all such expenses shall be so much additional indebtedness secured by this Trust Deed.

In any case in which under the provisions of this Trust Deed the Trustee has a right to institute foreclosure proceedings, Mortgagor agrees to pay to Trustee, upon its demand, for the benefit of the holders of the Note hereby secured and then

outstanding, the whole amount then due and payable on such Note for principal and interest, with interest on the overdue instalments of principal at the rate of seven (7) per centum per annum, and all of the sums which may be due hereunder or secured hereby, including reasonable attorneys' fees; and in case Mortgagor shall fail to pay same forthwith, 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 Secured Notes. 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 Notes. 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 Secured Notes, deficiency decree may be entered in favor of Trustee for the use and benefit of the holder or holders of the Secured Notes, against the mortgaged property and all persons liable on said Note.

In the event of any default hereunder, Mortgagor will, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof, or before or after sale thereunder, forthwith, upon the demand of Trustee, surrender to it, and Trustee shall be entitled to take actual possession of the mortgaged property, or any part thereof, personally, or by its agents or attorneys, as for condition broken, and in its discretion may, with or without force, and with or

without process of law, and without any action upon the part of the holder or holders of the Secured Notes, enter upon, take and maintain possession of all or any part of said mortgaged property, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the mortgaged property relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom, and may as attorney in fact or agent of Mortgagor, or in its own name as trustee, and under the powers herein granted, hold, operate, manage and control the mortgaged property and conduct the business thereof, either personally or by its agents, and Trustee may, at the expense of the mortgaged property, from time to time, make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to the mortgaged property as to it may seem judicious, and may insure and re-insure the same and all risks incidental to Trustee's possession, operation and management thereof, and may lease said mortgaged 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 Secured Notes), 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, property engaged and employed, for services rendered in connection with the operation, management and control of the mortgaged property, and such further sums as may be sufficient to indemnify Trustee against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the duties of trustee hereunder, Trustee shall apply the residue, if any, of moneys arising as aforesaid as follows:

(a) In case the principal of the Secured Notes or any of them or any instalments thereof shall not have become due by its terms or by declaration, then to the payment of interest on the Secured Notes outstanding, or to the remedying of any other default under this Trust Deed.

(b) In case the principal of the Secured Notes, or any of them shall have become due by declaration or otherwise, first to the payment of interest on said Secured Notes, or any of them in accordance with the provisions hereof and to the payment of the principal of the Notes secured hereby remaining unpaid with interest thereon at the same rate from the date of maturity thereof, as before maturity and second to the payment of any other items required to be paid by Mortgagor under this Trust Deed.

Trustee shall have the right, although it shall not be required to do so, to remain in possession of the mortgaged property and to collect the rents, issues and profits therefrom, until the issuance of a master's deed to the mortgaged property, subsequent to the expiration of the statutory period of redemption from any sale of the mortgaged property, pursuant to any decree of foreclosure in any proceeding to foreclose the lien created by this Trust Deed, notwithstanding the sale of the mortgaged property pursuant to any such decree, unless the amount paid at such sale, together with any other funds available for the payment of the indebtedness, shall be sufficient to pay in full the amount due under the terms of said decree, and under the terms of this Trust

Deed. The net rents, issues and profits accruing from the mortgaged property after the sale, remaining after the payment of all charges and expenses paid or incurred by Trustee, shall be applied by it from time to time in partial satisfaction of any deficiency reported to the court after such sale. The power of entry and the powers incidental thereto 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 appraisement, 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 putting 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 for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof; and agreed that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety.

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

Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity

hereof, produce and exhibit to Trustee the Secured Notes, 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 Secured Notes, 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 Secured Notes.

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 Secured Notes hereby secured, is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder and now or hereafter existing at law or in equity. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed

expedient by the Trustee or by the holder(s) of the Secured Notes.

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

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

Any corporation into which any Trustee, original or successor, under this Trust Deed, may be merged, or with which it may be consolidated, or any corporation resulting from any merger, reorganization or consolidation to which any Trustee may be a party, or any corporation which shall otherwise become the successor in business to such Trustee, shall be the successor to such Trustee to the same extent as if officially appointed in this Trust Deed, without the execution or filing of any papers or other act by the parties 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, of said Cook County, shall be and it is hereby appointed and made successor in trust to The First National Bank of Chicago, as Trustee under this Trust Deed, with identical powers and authority, and the title to said premises shall thereupon become vested in such successor in trust for the uses and purposes aforesaid.

The Trustee may release the lien of this Trust Deed as to all or any part of any of the Secured Notes and from and after the date of such release the Note or Notes released, or partly released, shall be deemed to be unsecured or partly unsecured as the case may be. The Mortgagor hereby waives notice of any such release and agrees that any such release shall not affect the mortgage

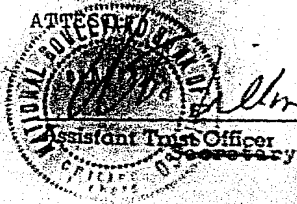
created hereby as security for the Secured Notes not so released. From and after the date of any such release, the term "Secured Notes" herein shall be deemed to refer to the Secured Notes other than those so released.

This Trust Deed and the lien against the Real Estate created hereby shall be a second lien, subordinate in interest and priority to the lien of that certain Mortgage of the Real Estate made by Mortgagor to National Boulevard Bank of Chicago ("NBB") dated March 15, 1976 and recorded on *MARCH 24, 1976* in the office of the Recorder of Deeds of Cook County, Illinois as Document No. *23426820* to secure a certain Principal Note of Mortgagor of even date therewith (the "NBB Note") in the face amount of \$790,000. It is understood and agreed by the parties hereto that the principal amount of the NBB Note shall be disbursed and loaned by NBB in accordance with the terms of a certain Loan Agreement of even date therewith by and between Mortgagor, NBB, and Heise, and Trustee agrees that the subordination of this Trust Deed to the said Mortgage shall be effective as to all advances and loans by NBB to Mortgagor up to the face amount of the NBB Note made in accordance with the terms of the said Mortgage and Loan Agreement plus the amount of other advances made in accordance therewith without the need for any additional subordination or agreement. In the event of any release or partial release of the said Mortgage, the lien of this Trust Deed shall become a first lien to the extent of such release.

IN WITNESS WHEREOF, said NATIONAL BOULEVARD BANK OF CHICAGO, not personally but as Trustee under a Trust Agreement dated March 8, 1976 and known as Trust No. 5510 hereinbefore called Mortgagor, has caused these presents to be signed in its name and behalf by its *Ass't Vice* President and its corporate seal to be hereunto affixed, attested by its *Assistant Trust Officer*, as of the day and year first above written.

See Trustee's rider attached hereto

23 434 122



NATIONAL BOULEVARD BANK OF CHICAGO,
as Trustee as aforesaid
and not personally

By: *[Signature]*
Title: ASST VICE PRESIDENT

Property of Cook County Clerk's Office

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED OR

MORTGAGE DATED 3-8-76 UNDER TRUST NO. 5510

This MORTGAGE or TRUST DEED in the nature of a mortgage is executed by NATIONAL BOULEVARD BANK OF CHICAGO, not personally but as Trustee under said trust, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NATIONAL BOULEVARD BANK OF CHICAGO hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said NATIONAL BOULEVARD BANK OF CHICAGO personally to pay the 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 hereby expressly waived by the mortgagee or trustee under said trust deed, the legal owner(s) or holder(s) of the said note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said NATIONAL BOULEVARD BANK OF CHICAGO 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 mortgaged or 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 guarantor or guarantors, if any.

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MT RLL

See Trustee's rider attached hereto and made a part hereof.

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I,
a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY
that
President of _____
a _____ Corporation,
and _____ Secretary of said
corporation, personally known to me to be
the same persons whose names are subscribed
to the foregoing instrument as such
President and _____ Secretary,
respectively, appeared before me this
day in person and acknowledged that they
signed and delivered the said instrument
as their own free and voluntary act, and
as the free and voluntary act of said

for the uses and purposes therein set forth,
and the said _____ Secretary
did also then and there 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
day of _____ A. D. 19 _____

My commission expires _____

Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD

MAR 30 3 09 PM '75

William R. Chan
Notary Public

*23434122

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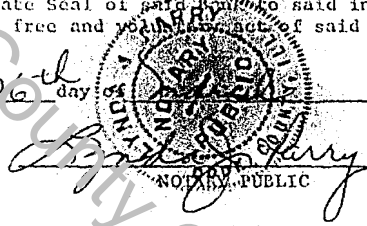
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, LYNN J. PARRY a Notary Public in and for said County in the state
aforesaid, DO HEREBY CERTIFY THAT ROGER U. CLIFFORD, Assistant Vice President
of National Boulevard Bank of Chicago and M. TILLIN, Assistant Trust
Officer of said Bank, personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such Assistant Vice President and Assistant
Trust Officer 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 of said Bank for the uses and purposes therein set forth; and the said Assistant
Trust Officer did also then and there acknowledge that he, as custodian of the Corporate
Seal of said Bank, did affix the said Corporate Seal of said Bank to said instrument
as his own free and voluntary act and in the free and voluntary act of said Bank, for
the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 26 day of July, 1976

My Commission Expires: 3-28-78



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Property of Cook County Clerk's Office

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EXHIBIT "A"

That part of the NW 1/4 of Section 16, Township 41 North, Range 11, East of the Third Principal Meridian, more particularly described as follows: Commencing at a point on the North line of the NW 1/4 of Section 16 aforesaid, 749.94 ft. East of the Northwest corner thereof; thence Southerly with an angle of $85^{\circ}20'$, measured West to Southerly, a distance of 62.89 ft. to a point on the South line of the Evanston-Elgin Road (Illinois State Route 58), as widened per Document #10488005 and 10488006, and recorded September 24, 1929, and the place of beginning of the herein described tract; thence continuing Southerly on the last described line, a distance of 462.0 ft. to the Southeast corner of Grismer's Subdivision, Recorded August 22, 1951, as Document #15152795; thence East along a line being an Eastward prolongation of the South line of said Grismer's Subdivision, a distance of 129.86 ft. to a point; thence Northerly with an angle of $110^{\circ}09'$, measured from West to North, a distance of 231.63 ft. to a point; thence Easterly with an angle of $100^{\circ}21'$, measured from South to East a distance of 1153.20 ft. to a point on the Southwesterly line of Algonquin Road (Illinois State Route 62), as widened per Document #11195782 and recorded February 2, 1933; thence Northwesterly on the Southwesterly line of said Algonquin Road, a distance of 178.46 ft. to a point of curve; thence Northwesterly on said curve, with a radius of 390 ft., a distance of 306.75 ft. to a point of compound curve on the south line of the Evanston-Elgin Road (State Route 58), as widened per Document No. 10488006, recorded September 24, 1929; thence West on the South line of said Evanston-Elgin Road on a curve with a radius of 38,147.20 ft., a distance of 677.60 ft. to the place of beginning, excepting from the above described Parcel, the North 25.0' taken for widening of the Evanston-Elgin Road (Illinois State Route 58), all in Cook County, Illinois. M

END OF RECORDED DOCUMENT

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