

UNOFFICIAL COPY

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THIS INDENTURE, Made June 15, 1975 between LaSalle 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 January 2, 1968 and known as trust number 37309 herein referred to as "First Party," and Seaway National Bank of Chicago

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF

of principal, and interest, if not sooner paid, shall be due on the 1st day of June 1990.
All such payments on account 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 instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in

Chicago, Illinois, as the holders of the note may, from time to time, be writing agent; and in absence of such appointment, then at the office of

SEAWAY NATIONAL BANK OF CHICAGO in said City,

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COMMUTER TRIPS

Lots twenty four (24) and twenty five (25) in Block one
Hundred Eleven (111) in Cornell, in Section thirty-five
(35), Township thirty-eight (38) North, Range fourteen
(14), East of the Third Principal Meridian in Chicago,
Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits therefrom for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are placed at first and on a parity with said real estate and are secondarily), and all apparatus, equipment or articles now or hereafter thereto or thermost used to supply oil, gas, air, conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), window shades, storm doors and windows, flocking, insulation, 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 said apparatus, equipment or articles hereinafter placed on the premises by First Party, its successors or assigns shall be considered constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever. For the purposes, and in all 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: (1) promptly repair, restore and repair, without waste, and free from mechanic's or other liens or claims for rent not so previously subordinated to the lessor hereof, (2) pay when due any indebtedness which may be accrued by a less or charge on the premises superior to the lessor hereof, and upon request exhibit satisfactory evidence of the discharge of such indebtedness to Trustee or to holders of the note, (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) refrain from making material alterations in said premises except as required by law or municipal ordinance, (7) pay before any penalty attaches all general taxes, special assessments, water charges, service charges, and other charges against the premises when due, and upon written request, so far as to Trustee or to holders of the note, dispossess any person threatening to (8) hold over in the event of a foreclosure of the title to the premises provided by statute, save tax or assessment which First Party may have agreed to contract, (9) keep all buildings and improvements now or hereafter constructed on the premises against loss or damage by fire, lightning, wind or any other policies provided for payment by the insurance companies of money sufficient either to pay thereon or repair same, or to remove the same or to pay in full all indebtedness incurred thereby all in compensation satisfactory to the holders of the note, under insurance policies payable to name of lessee or 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 to each policy, and to deliver all policies to Trustee or to holders of the note, and to make full or partial payments of principal or interest on prior understandings, in any sum, and provide, to make full or partial payments of principal or interest on any sum due or to become due, or to redeem from any tax sale or forfeiture affecting said premises on condition that no tax, no compensation or settle any tax bill or other prior claim as title or claim thereto, or redeem from any tax sale or forfeiture affecting said premises on condition that no tax, no compensation or settle any tax bill or other prior claim as title or claim thereto, and to defend the mortgaged premises and the lessor hereof, free from all expenses and all expenses paid or incurred in connection therewith, including attorney's fees, and any other matters advanced by Trustee or the holders of the note to protect the mortgaged premises and the lessor hereof, plus reasonable compensation to Trustee for such other matters concerning which action herein authorized may be taken, shall be to no much additional burden than is incurred hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, fractions 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.

I, the trustee or the holder of the note hereby accrued making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, note, forfeiture, tax law or title or clause thereof.

2. As the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness accrued by this trust deed shall notwithstanding anything to the contrary in this trust deed, be converted into cash at such time as the holder of such note or making payment of any instrument of principal or interest on the note or otherwise in the event of the failure of First Party or on or before the date on which any note or trust in paragraph one hereof and each default shall commence for three days, and cannot be converted as aforesaid, may after the expiration of such time and thereafter.

⁸ The procedure of any *remediation* case or the protective order shall be determined and applied as the following order of priority. First, an analysis of all facts and expenses incurred by the *remediation* proceeding, including all costs borne or not incurred in the proceeding, except legal fees incurred, all other costs which under the terms thereof constitute required administrative addendum to that proceeding by the same cost without regard to whom provided, third, all principal and interest remaining unpaid on the note, fourth, any amounts to First Party as legal expenses or otherwise, in those rights may appear.

