

# UNOFFICIAL COPY

TRUST DEED 24 571 865  
Trustee Form

LAKE SHORE NATIONAL BANK, a national banking association,

not personally but as trustee of a certain trust (hereinafter called the "Trust") created by a trust agreement dated July 28, 1978 and known as trust number 4189 (hereinafter called "Mortgagor") to secure the payment of the indebtedness hereinafter described hereby CONVEYS AND WARRANTS to THE LAKE SHORE NATIONAL BANK, a National Banking Association (hereinafter called the "Trustee") certain real estate located at

20 South Iramie Avenue, Chicago, Illinois  
and bearing the following description:

That part of Calvin F. Taylor's Subdivision of the East 1/2 of the South West 1/4 of Section 33, Township 39 North, Range 13 East of the Third Principal Meridian lying South of a line 496.0 feet South of and parallel with the South line of Blocks 9, 10 and 11 in Calvin F. Taylor's Subdivision aforesaid, lying East of a line 143.0 feet East of and parallel with the center line of South 53rd Street produced South, (excepting therefrom the South 32.0 feet of the South East 1/4 of the South West 1/4 of Section 33, Township 39 North, Range 13 East of the Third Principal Meridian and the East 80 feet thereof taken for Iramie Avenue) all in Cook County, Illinois

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(which together with the property immediately hereinafter described is referred to as the "mortgaged property").

TOGETHER WITH all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging; and together with all equipment and machinery now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation; and together with any other fixtures, equipment, machinery or other property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment of the above described property; and together with all rents, issues and profits of the above described property. All the above described property is declared to form part and parcel of the real estate whether physically attached thereto or not, shall for the purposes of this Trust Deed be deemed to be a part of the real estate, and shall be subject to the mortgage created by this Trust Deed. It is agreed that all buildings, improvements, equipment, fixtures and any other property of any type described above hereafter placed on the real estate described above shall be deemed to be a part of the mortgaged property and shall be fully subject to the mortgage created by this Trust Deed.

TO HAVE AND TO HOLD the mortgaged property unto the Trustee, its successors and assigns forever, for the purposes, and upon the uses and trusts set forth in this Trust Deed.

THIS TRUST DEED HAS BEEN GIVEN TO SECURE:

(a) The payment of a certain note (hereinafter called the "Note") executed by personally but as Trustee of a certain trust created by Trust Agreement dated July 28, 1978 and known as Trust No. 4189 and Bank of Indiana, National Association, not personally but as Trustee of a certain trust dated July 28, 1978, and made payable to the order of the LAKE SHORE NATIONAL BANK in the principal sum of TWO HUNDRED EIGHTY-ONE THOUSAND AND NO/100 (\$281,000.00) Dollars, which principal sum together with interest is payable as provided in the Note; and

(b) The payment of the amount of all expenses which may be incurred and payments which may be made by the Trustee or the Holder for purposes authorized by any provision of this Trust Deed including all amounts paid and expenses incurred by the Holder or Trustee for the purposes specified in paragraphs 5, 6 or 9 of this Trust Deed.

DEFINITIONS: (a) The term "Holder" refers to the person who shall be the legal holder of the Note at the time as of which the term shall be applied. For any period during which two or more persons shall be the legal holders of the Note, the term "Holder" shall be read "Holders" and all singular word forms used in connection with the term "Holder" shall be deemed to be plural word forms where context and construction so require. (b) The term "Default Interest Rate" means a simple interest rate of eight percent per annum. (c) The Note, this Trust Deed, and any other writing (whether heretofore made or hereafter executed) which by its terms secures or contains agreements with respect to all or any part of the indebtedness evidenced by the Note are each sometime hereinafter referred to as a "Mortgage Instrument". (d) The term "Beneficiary" means each person who at the time as of which the term shall be applied shall have any interest of any kind in the Trust (whether as beneficiary, collateral assignee or otherwise) or shall have any right (whether joint or several) to exercise the power of direction with respect to the Trust. Each person who was a beneficiary of the Trust or who had a joint or several right to exercise the power of direction with respect to the Trust on the date of this Trust Deed is hereinafter referred to as an "Initial Beneficiary". (e) The term "impositions" means all general real estate taxes, special assessments, water and sewer charges and all other taxes and charges against the mortgaged property or against the Holder's or Trustee's interest under this Trust Deed, under the Note, or under any other Mortgage Instrument, ordinary as well as extraordinary, unforeseen as well as foreseen, of every kind and nature whatsoever, including but not limited to assessments for local improvements and betterments. (f) The term "Obligor" means any person other than Mortgagor who shall be a maker of the Note, who shall have guaranteed payment or collection of all or any part of any amount at any time owing on the Note or secured by this Trust Deed, or who shall or may be otherwise personally liable (whether absolutely or contingently) in any capacity for payment of all or any part of any amount at any time owing under the Note or secured by this Trust Deed.

MORTGAGOR REPRESENTS, COVENANTS AND AGREES AS FOLLOWS:

1. Although Mortgagor shall not be personally obligated to do any of the things specified in this paragraph, a default shall be deemed to have occurred under this Trust Deed if Mortgagor shall fail to do any of the following: (a) to keep the mortgaged property in good condition and repair; or (b) to keep the mortgaged property free of any mortgage, mechanic's lien, or other lien or encumbrance or claim of mortgage, lien or encumbrance except for mortgages, liens, and encumbrances clearly subordinate to the mortgage created by this Trust Deed or which shall have been in each case expressly permitted by the Trustee or the Holder in writing; or (c) to appear in any proceeding which in the opinion of the Trustee or the Holder may affect the mortgage created by this Trust Deed and at the expense of persons other than the Trustee and the Holder, to take all steps necessary to protect, maintain or defend the primacy, enforceability and validity of the mortgage created by this Trust Deed or at the sole expense of persons other than the Trustee and the Holder to do, make, execute and deliver any acts, things, assurances and writings which the Holder or the Trustee may require to protect, defend, or make more secure the mortgage interest created by this Trust Deed; or (d) to pay when due any indebtedness or obligation which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the mortgaged property equal to senior in priority to the mortgage created by this Trust Deed, and upon request to exhibit satisfactory evidence of the payment of any such equal or senior mortgage, lien, other encumbrance or charge to the Trustee or the Holder; or (e) to complete within a reasonable time any buildings or other improvements now or at any time in the process of erection upon the mortgaged property; or (f) immediately after destruction or damage to all or any part of the mortgaged property to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the mortgaged property, unless such destruction or damage is covered by insurance and the Holder elects to apply the proceeds of such insurance to the indebtedness secured by this Trust Deed in accordance with the provisions of paragraph 2; or (g) to pay all general real estate taxes and special assessments against the mortgaged property and all other impositions when due and before any charge for nonpayment attaches or accrues, to pay all impositions which shall have become payable at any time prior to the date of this Trust Deed immediately upon demand from the Trustee or Holder, or to deliver to the Trustee or to the Holder upon request duplicate receipts evidencing the payment of any impositions specified in any such request.

Agreement dated November 6, 1978 and known as Trust No. 60024 571 805

BOX 533

2. Although Mortgagor shall not be personally obligated to do any of the things specified in this paragraph, a default shall be deemed to have occurred under this Trust Deed if Mortgagor shall fail to do either of the following: (a) to keep all buildings, improvements, and betterments now or hereafter upon the mortgaged property insured against loss or damage by fire, lightning, windstorms, malicious mischief, vandalism, extended coverage hazards, and such other hazards (including hazards not now contemplated) as the Trustee or the Holder may require to be insured against until the indebtedness secured by this Trust Deed is fully paid, or in case of foreclosure, until expiration of the redemption period, in an amount sufficient either to pay the full replace cost of all such buildings, improvements and betterments, or to pay in full the indebtedness secured by this Trust Deed, or (b) to provide liability insurance covering such liabilities (including liabilities which may arise under any law relating to intoxicating liquor) and with such monetary limits as the Trustee or the Holder may require. Mortgagor shall have the right to choose the companies, agents and brokers from which any insurance required under the terms of this Trust Deed shall be obtained, provided, however, that the Trustee and the Holder shall each have the right to disapprove for reasonable cause any company, agent or broker selected by Mortgagor. Policies for the hazard and liability insurance required under this Trust Deed shall be delivered to and shall remain with the Holder and in the case of insurance about to expire, renewal policies shall be delivered to the Holder not later than ten (10) days prior to the respective dates of expiration. Each hazard insurance policy shall contain a mortgagee clause in a form satisfactory to the Holder making the given policy payable to the Trustee for the benefit of the Holder, shall not contain any contribution clause, and shall by its terms not be subject to cancellation or material alteration in the absence of at least ten days prior written notice to the Trustee. In case of loss under the required hazard insurance policies, the Trustee and the Holder are authorized to adjust, compromise and collect all claims thereunder without the consent of Mortgagor and to execute and deliver on behalf of Mortgagor all necessary proofs of loss, receipts, vouchers, releases and other such papers required to be signed by the insurance companies, and Mortgagor shall sign, upon demand, all receipts, vouchers and releases and other such papers required to be signed by the Trustee, by the Holder or by any insurance company. At the election of the Holder the proceeds of any insurance claim may be applied to the reduction of the indebtedness secured by this Trust Deed whether or not then due, may be applied to the cost of rebuilding or restoring of buildings, improvements and betterments on the mortgaged property or may be applied to both purposes in such proportion as the Holder shall determine. The Trustee is hereby authorized to pay out any and all insurance proceeds in accordance with the Holder's direction.

3. Although Mortgagor shall not be personally obligated to do any of the things specified in this paragraph, a default shall be deemed to have occurred under this Trust Deed if Mortgagor shall fail to do either of the following: (a) to pay to the Holder each month a sum specified by the Holder and estimated by the Holder to be equal to the amount of the interest on the general property taxes to be assessed against the mortgaged property for the year in which the deposit is made, (b) to pay such additional amount each month as the Holder may specify in order to provide funds for the payment of all special assessments, other impositions and premiums for insurance specified in paragraph 2 which shall be designated in the Holder's written request and which in the Holder's estimation may all due or accrue within the next succeeding year. No trust or other fiduciary relationship shall be deemed to exist between the Holder and any other person by reason of the making of the deposits provided for in this paragraph 3. The Holder shall not have any obligation of any kind to pay any interest or other return on any funds deposited pursuant to this paragraph 3 (regardless of whether the Holder may pay any interest or return on similar deposits made by other persons). Such deposits may be commingled with the Holder's own funds, and, except as expressly set forth herein, the Holder shall not be obligated to comply with any request of Mortgagor or any other person with respect to the use, investment or disposition of any such deposits. The Trustee and the Holder are hereby authorized to pay all taxes, special assessments, other impositions and insurance premiums as charged or billed without inquiry as to accuracy of validity and regardless of whether or not such payment is requested by Mortgagor. The Holder shall not, however, be obligated to apply any amounts deposited pursuant to this paragraph to the payment of any tax, special assessment, other imposition or insurance premium unless Mortgagor, while not in default under the provisions of this Trust Deed or any other Mortgage Instrument, shall have requested the Holder in writing to pay a given tax or other charge, unless each such written request shall be accompanied by the bill for the given tax or other charge of which payment is requested, unless the given tax or other charge shall be one intended by the Holder to be covered by the deposits made pursuant to this paragraph, and unless there shall then be a sufficient amount on deposit to satisfy in full all payments then due on all items intended by the Holder to be covered by deposits made pursuant to this paragraph. The Holder shall not be liable for any loss which Mortgagor may suffer by reason of any failure of the Holder to pay any imposition or insurance premium which the Holder shall be obligated to pay unless such failure shall have resulted from the Holder's willful misconduct or gross negligence.

4. A default shall be deemed to have occurred under this Trust Deed if any of the following shall occur in the absence of the prior written consent of the Trustee or the Holder: (a) the mortgaged property shall be used for any purpose other than that for which it was used on the date of this Trust Deed; or (b) there shall be any substantial alterations or additions to or demolition, removal or sale of any building, improvement, fixture, appurtenances, machinery or equipment now or hereafter upon the mortgaged property except as may be required by law; or (c) there shall be any purchase, lease or agreement under which title or any security interest not expressly subordinate to the mortgage created by this Trust Deed is reserved by any person other than the Holder in any fixture, machinery or equipment to be placed in or upon any building or improvements on the mortgaged property; or (d) any zoning reclassification or variance shall be requested by or on behalf of Mortgagor or any Beneficiary; or (e) any unlawful use or nuisance shall exist upon the mortgaged property; or (f) Mortgagor, any Beneficiary or any person who shall occupy or use the mortgaged property shall fail to comply with any law, regulation, ruling, ordinance, order or any other requirement imposed by any governmental or other competent authority relating to the mortgaged property or shall fail to comply with any restriction, covenant or condition relating to the mortgaged property.

5. The Trustee and the Holder are hereby authorized (but shall not be required) to make any payment and to perform in any manner deemed expedient any act described in paragraph 1 or 2 of this Trust Deed which shall not have been made or performed by Mortgagor at the time or in the manner necessary to prevent a default under the terms of paragraph 1 or 2. The Trustee and the Holder are further authorized to make any payment and to perform any act which either of them may deem necessary to establish, protect or defend the mortgage created by this Trust Deed, or the value thereof, or to protect or maintain the value of the mortgaged property or to establish, protect, or defend the validity of the Note or to establish or enforce the liability of any Obligor on the Note. The authority hereby granted to the Trustee and the Holder includes but is not limited to the right to make full or partial payments of principal, interest or other charges at any time due or claimed to be due on any mortgage or other lien or encumbrance equal or senior in priority to the mortgage created hereby; the right to purchase, discharge, clear off, compromise or settle any tax lien or other equal or senior lien or title or any claim to any such equal or senior lien or title; the right to pay any tax, special assessment or other imposition against the mortgaged property or any premium for any insurance described in paragraph 2; the right to contest any tax or assessment; and the right to purchase the mortgaged property at any sale or to redeem the mortgaged property from any such sale or from any foreclosure. The Trustee and the Holder shall be entitled to receive reimbursement of all expenses incurred by the Trustee or the Holder in connection with any action taken and of all payments made by the Holder or the Trustee pursuant to any of the foregoing provisions of this paragraph 5 and to receive interest at the Default Interest Rate from the date each of such payments and expenses shall be paid by the Trustee or the Holder on the amount thereof remaining from time to time unreimbursed; all such principal amounts and interest shall be due and payable immediately without notice or demand and shall be secured by the mortgage created by this Trust Deed. The Trustee and the Holder may make any payment authorized under this paragraph 5 without inquiries as to the validity or accuracy of any such lien or claim shall in no way affect the Trustee's or the Holder's right to repayment of all such sums advanced. Nothing contained in this paragraph 5 shall be construed to require the Trustee or the Holder to advance any money for any purpose or to take any affirmative action; and neither the Trustee nor the Holder shall incur any liability because of anything it may do or omit to do pursuant to the foregoing authorization, except in case of its own gross negligence or willful misconduct.

6. The Trustee and the Holder or both of them, at their discretion, are hereby authorized to employ counsel for advice and other legal services, to employ other persons, and to take such other action and incur such other expenses as may appear necessary or prudent to either of them in connection with any action which the Trustee or the Holder is authorized to take under any of the provisions of this Trust Deed or in connection with any litigation, proceeding, negotiation, transaction or dealing in which either the Trustee or the holder may become concerned or involved because of its interest under this Trust Deed or under the Note, including but not limited to: (a) participation in any proceeding (including bankruptcy proceedings) to which either the Trustee or the holder may be made or may have a right to become a participant by reason of its interest under this Trust Deed or the Note; (b) participation (whether as plaintiff, defendant, claimant, intervenor, witness or otherwise) in any proceeding, negotiation, or transaction which may affect title to or any interest in the mortgaged property or which may in any way affect or question the Holder's right to receive and/or to retain payment of the amount which the Holder shall determine to be due under the Note or under the provisions of this Trust Deed or which may in any way affect or question the validity, enforceability, or priority of the mortgage created by this Trust Deed; (c) the initiation and/or maintenance of any judicial or administrative action reasonably deemed necessary by the Holder to establish or protect the validity, enforceability or priority of the mortgage created by this Trust Deed; (d) any other action of any kind taken at the invitation or request of Mortgagor or any Beneficiary or of any assignee, grantee, or other successor of Mortgagor or of any person who may claim title to or an interest in the mortgaged property under or through Mortgagor including but not limited to the making of any special arrangements, the waiver of any rights under any Mortgage Instrument, or the amendment of any Mortgage Instrument; or (e) preparation for any proceeding, negotiation, action, transaction or dealing specified in (a), (b), (c) or (d) immediately above, regardless of whether or not the Trustee or the Holder shall become a participant in any such action, proceeding, negotiation, transaction or dealing. The Trustee and the Holder shall be entitled to receive reimbursement in an amount equal to all attorneys' fees and any other expenses incurred and amounts paid by the Trustee or the Holder pursuant to the authority granted in the foregoing provisions of this paragraph and to receive interest from the date each of such payments and expenses shall have been paid by the Holder or Trustee at the Default Interest Rate on the amount of such payments and expenses remaining from time to time unreimbursed; all such principal amounts and interest shall be due and payable immediately without notice or demand and shall be secured by the mortgage created by this Trust Deed.

7. For the purposes of this Trust Deed, a "Material Default" shall be deemed to have occurred if: (a) any payment which shall become due to the Trustee or the Holder under the terms of the Note, this Trust Deed or any other Mortgage Instrument shall not be paid when due; or (b) Mortgagor shall fail to make any payment or to do any act and such failure shall constitute a default under the provisions of paragraph 1, 2 or 3 hereof or any default shall occur under paragraph 4 or 17 hereof; or (c) any warranty, representation, statement or report made or given at any time to the Trustee or the Holder by or on behalf of Mortgagor or any Obligor shall have been false in any material respect when given or furnished; or (d) there shall be any execution or levy on, the institution of any suit to foreclose any mortgage, lien or other encumbrance against, or any seizure, attachment, forced sale or forfeiture of all or any part of the mortgaged property; or (e) any proceeding shall be instituted by or against any Obligor under any chapter of the Federal Bankruptcy Act, or under any insolvency law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension; or (f) any Obligor shall die or shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for any Obligor or for all or any part of the mortgaged property; or (g) any Obligor or all or any part of the mortgaged property shall be placed under the control

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or the custody of any court or other governmental authority or of a receiver or trustee; or (h) the mortgaged property or any part thereof shall be vacated or abandoned. Upon the occurrence of any Material Default and at any time thereafter, the Holder shall have the right at the Holder's election, without notice of such election, without affecting the validity, enforceability, or priority of the mortgage created by this Trust Deed to declare all unpaid principal and accrued interest under the Note and all other amounts secured by this Trust Deed immediately due and payable whereupon all such principal, interest and other amounts shall without notice or demand become immediately due and payable.

8. At any time after the entire principal balance of the Note shall have become due (whether by reason of acceleration or otherwise), and regardless of whether or not a Material Default shall have occurred, the Trustee and the Holder shall have the right to do any or all of the following: (a) to foreclose the mortgage created by this Trust Deed in any manner permitted by law; (b) to institute appropriate legal action for the appointment of a receiver and for any other relief permitted by law; and (c) to exercise all other rights which may accrue to the Holder or to the Trustee under or by reason of the provisions of any Mortgage Instrument or under law.

9. The Trustee and the Holder shall be entitled to reimbursement for all costs and expenses (hereinafter called "Foreclosure Expenses") incurred by the receiver or the Holder subsequent to the occurrence of a Material Default in connection with foreclosure proceedings or in connection with the exercise of any other action authorized in paragraph 8 of this Trust Deed and to receive interest at the Default Interest Rate from the date each of such costs and expenses shall be paid by the Trustee or the Holder on the amount of such costs and expenses remaining from time to time unreimbursed. The Foreclosure Expenses shall include but shall not be limited to: attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, sheriff's costs and fees, costs (which may be estimated as to items to be expended after entry of a foreclosure decree) of procuring all minutes of foreclosure, abstracts of title, title charges and examination, title insurance, Torrens certificates, and such similar data and assurance with respect to title. The Trustee or the Holder may deem reasonably necessary either to prosecute a foreclosure suit or to evidence to bidders at any sale which may be had pursuant to such a suit the true condition of the title to or the value of the mortgaged property. The Foreclosure Expenses, all principal amounts for which the Trustee or the Holder may be deemed entitled to reimbursement under the provisions of this Trust Deed, such reasonable compensation as may be charged by the Trustee for each action which shall be taken by the Trustee under this Trust Deed, and all interest on any such Foreclosure Expenses or other amount, shall be immediately due and payable without notice or demand, shall be secured by the mortgage created by this Trust Deed, and, if not sooner paid, shall be included in any decree or judgment as part of the indebtedness secured hereby, shall be payable from the rents and proceeds of sale of the mortgaged property, and if not satisfied pursuant to one of the foregoing provisions, shall be included in any deficiency judgment against any Obligor.

10. The proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, to accrued interest on the foreclosure decree; second, to all Foreclosure Expenses and all other amounts secured by this Trust Deed additional to amounts evidenced by the Note and all accrued interest thereon; third, to all principal and accrued interest remaining unpaid on the Note; and fourth, any overplus to Mortgagor.

11. Upon, or at any time after the filing of a foreclosure suit under this Trust Deed, the court in which such suit is filed may appoint a third party as receiver of the mortgaged property or may, with the consent of the party appointed, appoint the Holder or Trustee as receiver or as mortgagee in possession. The appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of any Obligor at the time of application for such receiver or mortgagee in possession and without regard to the then value of the mortgaged property or whether or not the mortgaged property shall be then occupied as a homestead. The receiver or mortgagee in possession shall have all powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the mortgaged property, including but not limited to the power to do any or all of the following: To enter upon and take possession of the mortgaged property; to provide insurance against such risks and in such amounts as the receiver or mortgagee in possession may deem desirable; to lease the mortgaged property to such persons, for such terms (whether or not extending beyond the probable period of possession by the receiver or mortgagee in possession) at such rentals and on such conditions as shall appear desirable to the receiver or mortgagee in possession; and to collect the rents, issues and profits of the mortgaged property (including those which shall be overdue) during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, would demption or not, as well as during any further times during which Mortgagor, except for the intervention of the receiver or mortgagee in possession, would be entitled to collect such rents, issues and profits. No lease of all or any part of the mortgaged property shall be terminated by the entry into possession by the receiver or mortgagee in possession, but the receiver or mortgagee in possession may, to terminate any lease which may be junior to the mortgage created by this Trust Deed. Net income (i.e., income remaining after payment of expenses incurred by the receiver or mortgagee in possession in the exercise of powers authorized by this paragraph 11 and after payment of the fees of the receiver and Trustee) may be applied for payment in whole or in part of the amounts secured hereby, or the amount owing under any judgment on the Note or foreclosure decree hereon, or any tax, special assessment or other amount secured by any lien or encumbrance which may be or become equal or senior in priority to the mortgage created by this Trust Deed or by a judgment on this Trust Deed, provided any such application is made prior to the foreclosure sale subsequent to a foreclosure sale, net income may be applied only against any deficiency remaining after such sale.

12. Mortgagor hereby pledges and assigns to the Trustee and the Holder all rents payable under any lease of all or any part of the mortgaged property whether presently existing or hereafter made and any other proceeds arising from any occupancy, use or exploitation of the mortgaged property or any interest therein. While it is the intention of the parties that the foregoing assignment shall be a present assignment, neither the Trustee nor the Holder shall exercise any rights granted under this paragraph unless and until a Material Default (as defined in paragraph 7) shall occur. Upon the occurrence of a Material Default and at any time thereafter, at the election of the Trustee or Holder, and regardless of whether the Trustee or the Holder shall have accelerated maturity of the Note or shall have availed itself of any right available under paragraph 8: (a) All rents and other proceeds hereby assigned which shall be paid subsequent to the date of the Material Default shall inure to the benefit of the Holder; (b) the Trustee and the Holder shall have the right to terminate, alter and amend any lease of the mortgaged property and to cause new leases to be executed; (c) the Trustee and the Holder shall have the right to notify any lessee or other person in possession of the mortgaged property of this assignment and to require that all subsequent payments hereby assigned be made directly to the Trustee or to the Holder; and (d) the Trustee and the Holder shall have the right to collect and receive all rents and proceeds hereby assigned. The collection of rents pursuant to this assignment shall not be deemed to render the Trustee or Holder a mortgagee in possession. The collection of rents and proceeds hereby pledged and assigned shall be deemed to be pledged and assigned on a parity with and independently of the mortgaged real estate and this assignment shall not be deemed merged in any foreclosure decree. Mortgagor shall execute such attornment notices and other writings as the Holder or Trustee may require to secure its interest in the rents and proceeds hereby assigned or to facilitate the collection of such rents and proceeds. The collection of rents and proceeds pursuant to this assignment shall first be applied to reimburse the Trustee and Holder for all costs incurred to effect such collection and to pay to the Trustee's fees; any remaining amounts shall be applied prior to any foreclosure sale in such amounts as the Holder shall determine to pay to any amount secured by this Trust Deed, to payment of any amount owing on any judgment on the Note or on any foreclosure decree hereon, or to payment of any tax, special assessment or other amount secured by any lien or encumbrance which may be or become equal or senior in priority to the interest created by this assignment and shall be applied after any foreclosure sale only to any deficiency remaining after such sale.

13. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the mortgage created by this Trust Deed on its own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor who shall acquire any interest in or title to the mortgaged property subsequent to the date of this Trust Deed.

14. In the event any part of Mortgagor's title to or interest in any of the mortgaged property shall pass to or vest in any third person or in the event any third person shall become liable for or shall assume any obligations secured by this Trust Deed or by any other Mortgage Instrument, then and in either such event, the Trustee and the Holder if either so elects (but not otherwise) may without notice to Mortgagor deal with any such third person in any way in which the Trustee or the Holder may deem necessary or desirable in connection with any indebtedness or obligations secured by this Trust Deed. Without limiting the generality of the foregoing provision, the Trustee and the Holder are hereby authorized: (a) to extend the time for payment of any indebtedness secured by this Trust Deed; (b) to forbear to sue and to forbear to exercise any other right, power or remedy which may be available under law or under any of the Mortgage Instruments; (c) to settle or to compromise any claim against any such third person (which settlement or compromise may have the effect of releasing any or all third persons from any liability to the Holder or to the Trustee); and (d) to release any collateral securing any obligation of any third person. No dealings or activities undertaken by the Trustee or by the Holder pursuant to the provisions and authorizations contained in this paragraph 14 shall operate to terminate, limit or impair in any way any right or power of the Trustee or the Holder under this Trust Deed, under the Note or under any other Mortgage Instrument.

15. In case all or any part of the mortgaged property shall be taken or condemned by any governmental or other competent authority, the Trustee and the Holder are hereby empowered and authorized to collect and receive all compensation which may be paid for any property taken or for damage to any property not taken and all compensation so received shall be applied at the election of the Holder to the immediate reduction of the indebtedness secured hereby whether or not then due, or to the repair and restoration of any damaged property, or in part to both of such purposes in such proportion as the Holder shall determine.

16. No action for the enforcement of the mortgage created hereby or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing the defense in an action at law upon the Note by the then holder of the Note.

17. A default under the Trust Deed shall be deemed to have occurred if: (a) All or any part of Mortgagor's interest in the mortgaged property shall be sold, conveyed, or otherwise transferred (whether voluntarily or involuntarily and whether by operation of law or otherwise) to any other person; or (b) any right or interest of any Initial Beneficiary in the Trust shall be transferred (whether voluntarily or involuntarily and whether by operation of law or otherwise) to any person other than another Initial Beneficiary; or (c) any right or interest of any Beneficiary in the Trust shall be transferred (whether voluntarily or involuntarily and whether by operation of law or otherwise) to any person who was not a Beneficiary immediately prior to such transfer; or (d) Mortgagor shall fail to permit the Trustee or the Holder to inspect or copy any correspondence, records, files or instruments relating to the Trust which shall be in the possession or custody of Mortgagor; or (e) Mortgagor shall fail to supply the Holder or the Trustee with the names of persons shown

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by Mortgagor's records to have any interest in the Trust or any right to exercise the power of direction relating to the Trust as of a date specified by the Holder or Trustee or shall fail to indicate the extent of the right or interest of each such person in the Trust as indicated by Mortgagor's records and such failure shall continue for three days after any such information shall have been requested by the Holder or by the Trustee.

18. The Trustee has no duty to examine the title, location, existence or condition of the mortgaged property, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories of the Note, of this Trust Deed or of any other Mortgage Instrument. The Trustee shall not be obligated to record this Trust Deed or to exercise any power unless expressly obligated by the terms of this Trust Deed to do so. The Trustee shall not be liable for any acts or omissions hereunder, except in case of its own gross negligence or that of its agents or employees. The Trustee may require indemnities satisfactory to it before exercising any power granted under the terms of this Trust Deed.

19. The Trustee shall release this Trust Deed and the mortgage created by this Trust Deed upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid and upon the payment to the Trustee of a reasonable fee for the execution of any necessary release instruments. The Trustee is hereby authorized to execute and deliver a release of this Trust Deed at the request of any person who shall, either before or after maturity, produce and exhibit to Trustee an instrument purporting to be the Note and who shall represent to the Trustee that all indebtedness secured by this Trust Deed has been paid, which representation the Trustee may accept as true without inquiry. The Trustee may accept as the Note herein described any note which bears an identification number matching an identification number on this Trust Deed and purporting to be placed on the note by any Trustee and which conforms in substance with the description of the Note herein contained. Where no matching identification number purporting to be that of a Trustee appears on the note exhibited to the Trustee and on this Trust Deed, the Trustee may accept as the Note herein described any note which conforms in substance with the description of the Note herein contained.

20. The Trustee may resign or the instrument in writing filed in the office of the Recorder of Deeds or Registrar of Titles in which this Trust Deed shall have been recorded or filed. In case of the resignation of the Trustee or in case of the inability, refusal or failure to act of the Trustee, the Holder shall have the right to appoint a person to serve as Successor Trustee. In the event a vacancy shall occur by reason of resignation or otherwise and the Holder shall fail to appoint a Successor Trustee, then Recorder of Deeds or Registrar of Titles if the mortgaged property is registered under the (Tax and Title System) of the County in which the mortgaged property is situated shall be the Successor Trustee. The original Trustee and any Successor Trustee shall be entitled to reasonable compensation for all acts performed pursuant to the provisions of this Trust Deed and shall be entitled to interest at the Default Interest Rate from the date any Trustee's fees are charged on the amount of such fees remaining from time to time unpaid.

21. (a) The Trustee and the Holder shall have the right to inspect the mortgaged property at such times and on as many occasions as the Trustee or the Holder may desire and access to the mortgaged property shall be permitted for the purposes of such inspection. (b) The word "Note" when used in this instrument shall be construed to mean any note or instrument which is specifically provided, all powers, rights and remedies granted to the Trustee and the Holder under the terms of this Trust Deed may be exercised by the Holder alone, by the Trustee alone, or by both the Holder and the Trustee acting jointly. If at any time there shall be more than one holder of the Note any one of the holders of the Note may exercise any power, right or remedy which under the terms of this Trust Deed may be exercised by the "Holder". (c) Time is of the essence of this Trust Deed and all provisions relating thereto shall be strictly construed. (d) Whenever possible each provision of this Trust Deed, the Note and every other Mortgage Instrument shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Trust Deed, the Note or any other Mortgage Instrument shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the instrument in which such provision appears or any other Mortgage Instrument. If any given rate or charge provided for under the terms of this Trust Deed, the Note or any other Mortgage Instrument shall be greater than the highest rate or charge permitted by law, the highest rate or charge permitted by law shall be in place of the given rate or charge which would otherwise be due. (e) Each notice, demand or action required or permitted under the terms of this Trust Deed shall be deemed to have been given or delivered at the time when mailed by United States registered mail receipt requested registered mail addressed (1) if to Mortgagor to such address as may be shown on the Trustee's records as the address of Mortgagor or to the street address of the mortgaged property, and (2) if to the Trustee or to the Holder, to the address of the Trustee's principal office in Chicago, Illinois or to such other address as either the Trustee or the Holder may designate from time to time by written notice. Except as otherwise expressly provided in the Trust Deed no notice or demand to any Beneficiary or to any assignee, grantee or other successor in interest of any Mortgagor shall be required. (f) Neither this Trust Deed nor any other Mortgage Instrument may be amended, modified or discharged in whole or in part orally. No written amendment to this Trust Deed or any other Mortgage Instrument may be enforced against any person unless such amendment shall have been executed by such person or his predecessor in interest. No course of dealing between the Trustee or the Holder on the one hand and Mortgagor, any Beneficiary, any Obligor, or any other person on the other hand shall be deemed effective to modify, amend or discharge any part of this Trust Deed or any other Mortgage Instrument or any rights or obligations of any person under this Trust Deed or any other Mortgage Instrument. No person shall be deemed to have waived any right under the Trust Deed or under any other Mortgage Instrument unless such waiver is in writing and signed by the person waiving such right. No delay or omission in exercising any right under any Mortgage Instrument shall operate as a waiver of such right or of any other right. A waiver upon any one occasion shall not be construed as a bar or waiver of any right or remedy on any future occasion. All of the rights and remedies of the Trustee or the Holder whether exercised hereby or by any other Mortgage Instrument or whether granted by law, shall be cumulative and may be exercised singly or concurrently. (g) All rights and obligations under this Trust Deed shall extend to and be binding upon legal representatives, heirs, successors and assigns of Mortgagor, the Holder, and the Trustee. (h) Any insurance proceeds, condemnation proceeds, rents, or other amounts which pursuant to the provisions of this Trust Deed shall be applied to any indebtedness secured hereby shall be deemed to have been applied to such indebtedness in the inverse order of its maturity. Until the Note shall have been paid in full, no periodic payment which shall become due under the terms of the Note shall be deemed to have been prepaid. (i) The law of the State of Illinois shall govern all questions relating to this Trust Deed, the Note, and any other Mortgage Instrument, including but not limited to all questions concerning construction, validity and performance.

22. This Trust Deed is executed by the undersigned Mortgagor 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 the undersigned 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 the Note contained shall be construed as creating any liability on Mortgagor or on the undersigned personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied hereunder, all such liability, if any, being expressly waived by Trustee and by every person named hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors and the undersigned personally are concerned, the legal holder or holders of the 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 to any Obligor who may be personally liable hereon.

IN WITNESS WHEREOF, the undersigned Mortgagor has executed and delivered this Trust Deed at Chicago, Illinois on the 28th day of July, 1978 (herein called the "date of this Trust Deed").

LAKE SHORE NATIONAL BANK, a national banking association

not personally but as trustee under a certain trust created by a trust agreement dated July 28, 1978 and known as trust 4189

By C. L. Richardson  
Title VICE PRESIDENT

ATTEST: [Signature]  
Title Notary Public

Identification No. 1851  
LAKE SHORE NATIONAL BANK  
Trustee  
By [Signature]  
SENIOR VICE PRESIDENT

STATE OF ILLINOIS SS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 28th day of July, 1978, by C. L. Richardson, Vice President of Lake Shore National Bank, a National Banking Association on behalf of the Lake Shore National Bank.

[Signature]  
Notary Public  
My Commission Expires 12-04-79

24 571 865

UNOFFICIAL COPY

*Richard H. Wilson*

RECORDER OF DEEDS

\*24571865

prepared by e-mail @:

John Polales  
11 S. La Salle St  
Chgo, Ill. 60603

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

AUG 7 3 01 PM '78

Property of Cook County Clerk's Office

RECORDED DUPLICATE