

# UNOFFICIAL COPY

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## This Indenture,

THIS INSTRUMENT WAS PREPARED BY:  
NATIONAL BANK OF AUSTIN  
5645 W. Lake St. Chicago, Ill.

Made July 18th, 1977, between  
FIRST PAN HELLENIC CORPORATION

*1300*

RECORDED  
JUL 25 1977

By Marilyn J. Long

a corporation organized under the laws of the State of Illinois, herein referred to as "Mortgagor", and

## National Bank of Austin,

a National Banking Association of Chicago, Illinois, herein referred to as Trustee, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 (\$225,000.00) Dollars,  
evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to BEARELL and delivered, in and by which said

Note the Mortgagor promises to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 9.5 per cent per annum in instalments as follows:

Two Thousand Three Hundred Forty-nine and 60/100 (\$2,349.60) Dollars on the 15th day of October 1977 and Two Thousand Three Hundred Forty-nine & 60/100 Dollars on the 15th day of each month thereafter until said note is fully paid

except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of September, 1992. 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~~ <sup>seven</sup> per eleven 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, in writing appoint, and in absence of such appointment, then at the office of NATIONAL BANK OF AUSTIN in said City,

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the 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 and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the

Village of Rosemont, County of Cook and State of Illinois, to wit:

That part of the South Half of the Southeast Quarter of Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at a point in the South line of the Southeast Quarter of said Section 4, said point being 288.87 feet East of the Southwest corner of said Southeast Quarter; thence Northwesterly along a line 33 feet Easterly, measured at right angles to and parallel with the Easterly right-of-way line of the Wisconsin Central Railroad, a distance of 33.85 feet to a point in the North line of the South 33.0 feet of the Southeast Quarter of Section 4 aforesaid, being the point of beginning of land herein described; thence continue Northwesterly along said parallel line 128.0 feet; thence North easterly at right angles thereto 270.0 feet; thence South easterly at right angles thereto 189.55 feet to a point in the North line of the South 33.0 feet of the Southeast Quarter of Section 4 aforesaid; thence West along said North line 276.93 feet, more or less, to the point of beginning, in Cook County, Illinois.

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and

BOX 533

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windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

## IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 to holders of the note; (4) 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) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default, shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to 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.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such fore-

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closure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as the maker thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

RIGHT IS RESERVED to make additional principal payments on the note secured by this Trust Deed on any monthly payment date, without notice or payment of a penalty; provided no default shall then exist under the terms of said Note, or this Trust Deed.

In Witness Whereof said Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its.....President and attested by its.....Treasurer..... on the day and year first above written, pursuant to authority given by resolutions duly passed by the..... Board of Directors..... of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its.....President and.....Treasurer.....

FIRST PAN HELLENIC CORPORATION,  
An Illinois Corporation  
By.....  
Dan G. Pavis..... President.  
Attest:  
.....  
Kenneth Brooks.....Treasurer



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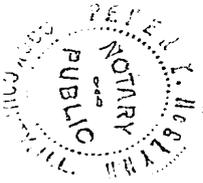
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STATE OF ILLINOIS, 25 3 12 PM '77  
County of Cook ss.

OFFICE OF DEEDS  
\*24026998

I, Peter T. McGlynn  
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CER-  
TIFY, that DAN G. PAVIS President  
of the FIRST PAN HELLENIC CORPORATION, and  
KERRETH BROOKS Treasurer  
of said Company, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such President and Treasurer  
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 Company, for the uses and purposes  
therein set forth; and the said Treasurer Secretary then and there acknowledged  
that he, as custodian of the corporate seal of said Company, did affix the cor-  
porate seal of said Company to said instrument as his own free and voluntary  
act and as the free and voluntary act of said Company, for the uses and purposes  
therein set forth.



GIVEN under my hand and Notarial Seal this 15th  
day of July, A. D. 1977

[Signature]  
Notary Public

### AFTER RECORDING MAIL THIS INSTRUMENT TO

NAME NATIONAL BANK OF AUSTIN  
ADDRESS 5645 WEST LAKE STREET  
CITY CHICAGO, ILLINOIS 60644  
DATE \_\_\_\_\_ INITIALS \_\_\_\_\_

**IMPORTANT**  
For the protection of both the bor-  
rower and lender, the note secured  
by this Trust Deed should be iden-  
tified by the National Bank of  
Austin, Trustee, before the Trust  
Deed is filed for record.

The Instalment Note mentioned in the within  
Trust Deed has been identified herewith under  
Identification No. M-5136  
National Bank of Austin, as Trustee,  
By [Signature]  
Assistant Secretary  
Assistant Vice President and Trust  
Officer

BOX  
LOAN NO. 12-5565

## TRUST DEED

FIRST PAN HELLENIC CORPORATION

a corporation

To

National Bank of Austin  
Trustee

National BANK of AUSTIN  
LAKE AND PARKSIDE  
Chicago 44

END OF RECORDED DOCUMENT