

# UNOFFICIAL COPY

49  
B



HARRIS BANK

621179

TRUST DEED

24 278 197.

13<sup>00</sup>

THE ABOVE SPACE FOR RECORDER'S USE ONLY

150-101-051  
05-11-80  
12884-45-51

THIS INDENTURE, Made December 21, 19 77, between Harris Trust and Savings Bank, an Illinois Corporation, 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 April 23, 1977 and known as trust number 37886 herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY

an Illinois Corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum of TWO MILLION FIVE HUNDRED NINETY TWO THOUSAND AND NO/100ths (\$2,592,000.00) DOLLARS, according to the terms of said note, which provides that the final payment of principal and interest if not sooner paid, shall be due on the 30th day of June, 1978.

NOW, THEREFORE, First Party to secure the obligations contained in said note including, but not limited to, the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK and STATE OF ILLINOIS, to wit:

RIDER ATTACHED HERETO AND MADE A PART HEREOF:

That part of Lot 1 in Kenyon's Huntington, being a Subdivision of part of the East 1/4 of Section 14 Township 41 North, Range 11 East of the third Principal Meridian, described as follows: Commencing at the point of intersection of the West line of said Lot 1 (being the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 14); thence South 88 degrees 59 minutes 01 second West, 5.266 feet to the true point of beginning; thence South 88 degrees 59 minutes 01 seconds West, 571.711 feet; thence South 13 degrees 01 minutes 00 seconds East, 207.17 feet to a point of curvature; thence 120.01 feet along the arc of a curve to the right to a point of tangency, said curve having a radius of 286.50 feet and a central angle of 24 degrees; thence South 10 degrees 59 minutes 00 seconds West, 3.24 feet; thence East 114.74 feet; thence North 33.00 feet; thence North 86 degrees 45 minutes 33 seconds East 296.34 feet; thence 270.99 feet along the arc of a curve to the right to a point of reverse curve said curve having a radius of 293.00 feet and a central angle of 52 degrees 59 minutes 28 seconds; thence 46.093 feet along the arc of a curve to the left to the point of beginning, said curve having a radius of 97.00 feet and a central angle of 27 degrees 13 minutes 34 seconds. All in Cook County, Illinois. 621179

24 278 197

and

Office

Property of Cook County Clerk's Office

bell  
884-46-59

THIS INSTRUMENT WAS PREPARED BY

Carla M. Rasmussen  
UNION REALTY MORTGAGE CO., INC.  
100 WEST MORRIS STREET, CHICAGO, ILLINOIS

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 First Party, its successors or assigns 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 windows, floor coverings, major 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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 notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alteration in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest in whole or in part; (i) insure said premises insured against loss or damage by fire, lightning or windstorm and flood damage where the lender is required by law to have its loan so insured) 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; in case of default therein then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 hereof

MAIL TO

[Empty rectangular box for mailing address]

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

HUNTINGTON COMMONS  
HUNT CLUB DRIVE  
MT. PROSPECT, ILLINOIS

PLACE IN RECORDER'S OFFICE BOX NUMBER 320

LOAN NO. 17467

24 278 197

# UNOFFICIAL COPY

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 hereon, 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public 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.

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

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, costs for documentary and expert evidence, stenographers' charges, publication costs and cost (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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein, 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.

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

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or 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: (a) 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; (b) the deficiency in case of a sale and deficiency.

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

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

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

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which 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.

11. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

### RIDER CONSISTING OF TWO PAGES ATTACHED HERETO AND MADE A PART HEREOF:

THIS TRUST DEED is executed by the Harris Trust and Savings Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Harris Trust and Savings Bank, or any interest therein, to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenants, conditions or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the release of the said Harris Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the trustee or trustees of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors of the note.

IN WITNESS WHEREOF Harris Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASST. Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

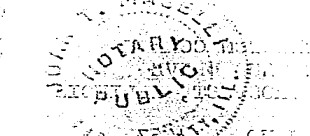
Harris Trust and Savings Bank, As Trustee as aforesaid and not personally,

By *[Signature]* ASST. VICE PRESIDENT

Attest *[Signature]* ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS, SS.  
COUNTY OF COOK



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the Harris Trust and Savings Bank, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Bank for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date 12/21/79

Notarial Seal My Commission Expires June 18, 1980

Notary Public *[Signature]*

IMPORTANT!  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 621179  
CHICAGO TITLE & TRUST COMPANY, TRUSTEE  
BY *[Signature]* TRUSTEE  
ASST. SECRETARY

24-78-197

12. The First Party hereby waives any and all right 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 First Party acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

warrants.  
13. The First Party/representative and agrees that the proceeds of the Note secured by this Trust Deed will be used for the purposes specified in Illinois Revised Statutes 1973, Chapter 74, Section 4 (c), as amended by P. A. 78-996, Section 1, effective JULY 12, 1974 or S.H.A. Chapter 74, Section 4 (c) and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

14. The First Party further covenants and agrees to deposit with Union Realty Mortgage Co., Inc., or such other depository as may be from time to time designated in writing by the holders of the said note, on the respective dates when the installments of principal and interest are payable, an amount equal to 1/12th of the annual taxes levied against the premises and 1/12th of the annual premiums for fire, loss of rents and rental value and other hazard insurance required to be carried hereunder, all as estimated by the Union Realty Mortgage Co., Inc., or the holders of the note, and in the event such monies are insufficient therefor, to pay the difference forthwith hereunder. The Union Realty Mortgage Co., Inc., and the holders of the note, and each of them, are hereby authorized to apply such monies in payment of such taxes and insurance premiums as same become due, so long as the First Party is not in default under the note or any provision hereof, otherwise to apply same in payment of any obligation of the First Party under the note or this Trust Deed. The Union Realty Mortgage Co., Inc., and the holders of the note shall not be required to inquire into the validity or correctness of any of said items before making payment of same or to advance monies therefor, nor shall they or either of them incur any personal liability for anything done or omitted to be done hereunder.

15. The First Party herein agrees not to convey, transfer or assign the within title or beneficial interest therein unless and until the written consent of the legal holder and owner of the indebtedness hereby secured is first had and obtained. In the event the title herein or any portion thereof is conveyed, transferred, or assigned or disposed of without the written consent of the legal holder first had or obtained, the indebtedness herein, together with any and all interest, shall immediately become due and payable, notwithstanding anything to the contrary herein contained.

16. That in the event the premises, or any part thereof, are taken through exercise of the power of eminent domain, the entire award for damages to the premises shall be the sole property of the owner and holder of the Trust Deed and Note herein described, and shall be used and applied in reduction of the indebtedness herein due, in the inverse order of maturity, or any balance thereof, and the First Party hereby assigns to the legal holder and owner of the Trust Deed and Note herein described, all right, title and interest in any award made pursuant to any such proceedings, and authorizes and empowers the legal holder and owner of the Trust Deed and Note herein described in the name of the First Party, or any subsequent owner of the premises herein to receipt and give acquittance therefor, and to make, execute and deliver in the name of First Party, or any subsequent owner, any release or other instrument that may be required to recover any such award or judgment.

# UNOFFICIAL COPY

17. The First Party further covenants and agrees that this Trust Deed shall operate as a security agreement under the provisions of the Uniform Commercial Code, as now or hereafter amended, with respect to the Equipment, or any replacements thereof, or additions thereto, and all proceeds thereof, and the First Party will execute and deliver such financing statements as the Illinois Uniform Commercial Code requires with respect to such security and that the First Party will execute and deliver from time to time such further instruments including renewal mortgages, security agreements, financing statements, certificate, extensions and renewals thereof, and such other documents as may be required by the Trustee or Holder of the Note to preserve, confirm and maintain the lien of this Trust Deed on the said Equipment whether now or hereafter acquired, and the First Party shall pay to the Trustee or Holder of the Note on demand any expenses incurred by the Trustee or Holder of the Note in connection with the preparation and filing of any such documents.

This rider attached to and forming part of Trust Deed dated APRIL 23, 1977 and signed by HARRIS TRUST AND SAVINGS BANK not personally but as Trustee under Trust Agreement dated APRIL 23, 1977 and known as Trust No. 37886

HARRIS TRUST AND SAVINGS BANK  
AS TRUSTEE AS AFORESAID AND NOT PERSONALLY

BY \_\_\_\_\_

*J. M. [Signature]*  
ASST. VICE PRESIDENT

(SEAL)

ATTEST \_\_\_\_\_

*[Signature]*  
Assistant Secretary

621179

*[Signature]*  
REGISTRAR OF DEEDS

\*24278197

ILLINOIS  
FILED FOR RECORD  
JAN 10 9 00 AM '78

BOX 598

END OF RECORDED DOCUMENT