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TRUST DEED

BOX 972

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made **JUNE 18, 1980** between
FOREST-ATWOOD PAPER COMPANY

a corporation organized under the laws of **Delaware** . herein referred to as "Mortgagor," and
CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in 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
ONE MILLION ONE HUNDRED THOUSAND AND NO/100 (\$1,100,000.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to **THE ORDER OF
LUTHERAN MUTUAL LIFE INSURANCE COMPANY**
and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from
on the balance of principal remaining from time to time unpaid at the rate of **10 1/8** per cent per annum in
instalments (including principal and interest) as follows: **Accrued interest only shall be due and payable on the
first day of June, 1980 and on the first day of July, 1980 and ten thousand one hundred one
and 67/100 (\$10,101.67)**
Dollars or more on the **1st** day of **August** 1980 and **Ten Thousand One Hundred One and 67/100
(\$10,101.67)**

Dollars or more on the **1st** day of each and every **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 **1st** day of **July, 2005**. 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 **15 1/2**
per cent per annum, and all of said principal and interest being due 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 **Republic Realty Mortgage Corporation**

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 Elk Grove** COUNTY OF **COOK** AND STATE OF **ILLINOIS**,
to wit:

**Lot 233 in Centex Industrial Park Unit 123, being a subdivision in
Section 27, Township 41 North, Range 11, East of the Third Principal
Meridian, in Cook County, Illinois.**

This Instrument Was Prepared By:

**Stephen A. Malato
Malato, Stein & Grossman
77 West Washington Street
Chicago, Illinois 60602**

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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 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

The trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust
deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

The Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its **Assistant Vice President** and
Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

Board of Directors of said corporation.
and I hereby certify that the note herein described may be executed on behalf of said corporation by its **President**

Secretary of **FOREST-ATWOOD PAPER COMPANY, a**

Delaware Corporation

BY **Stephen A. Malato**

ATTEST: **Paul G. Wicks** **Assistant Vice President**

Assistant Secretary

STATE OF **ILLINOIS** } ss. **1. Barbara Boocke**

County of **COOK** } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

a **Delaware Corporation** Assistant Vice-President of the **FOREST-ATWOOD PAPER COMPANY,**

and **Assistant Secretary**

of said Company, 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 in person and acknowledged that they

signed and delivered the said instrument as their own free and voluntary act and deed, and that they are duly authorized

for the uses and purposes therein set forth; and the said Assistant Secretary, as such Assistant Secretary of said Company,

for the uses and purposes therein set forth; and the said Assistant Secretary, as such Assistant Secretary of said Company, did affix the

corporate seal of said Company to said instrument as such Assistant Secretary of said Company, and as the free and voluntary act and deed of the said Assistant Secretary for the uses and purposes

therein set forth.

GIVEN under my hand and Notarial Seal this **18** day of **June**, 19**80**.

Barbara Boocke NOTARY PUBLIC

Notarial Seal

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

- Mortgagor shall (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 note; (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) make no material alterations in said premises except as required by law or municipal ordinance.
- 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.
- Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (or such other damage, where the law requires, by law to have its loan so insured) under policies providing for payment by the insurance companies of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with any law 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 receipts 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 the effect 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.
- In case of default by Mortgagor, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and in any manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and pay the same, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure a lien or other claim which may be held paramount to such discharge, compromise or settlement of 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity 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 default hereunder on the part of Mortgagor.
- 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, or other tax lien or title or claim thereon.
- Mortgagor shall pay each item of indebtedness in full, principal and interest, when due according to the terms hereof. At the option of the holder of the note, the principal and interest on all such indebtedness shall be immediately due and payable (a) immediately in the case of default by making payment of any amount of principal or interest on the note, or (b) when default shall occur as set forth in the performance of any other agreement of the Mortgagor herein contained.
- 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, title insurance 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 prematurity 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.
- 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 surplus to Mortgagor, its successors or assigns, as their rights may appear.
- 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 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 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: (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.
- 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereon may be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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.
- 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 placed thereon 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 maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on 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.
- 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.
- 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. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- 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.
- 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

See Rider attached hereto and made a part hereof for provisions numbered 18 through 26 including 30.

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. _____
CHICAGO TITLE AND TRUST COMPANY, Trustee.
By _____ Assistant Secretary
Assistant Vice President

MAIL TO:

[Empty box for mailing address]

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

PLACE IN RECORDER'S OFFICE BOX NUMBER

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RIDER ATTACHED TO AND MADE A PART OF TRUST DEED BY AND BETWEEN FOREST-ATWOOD PAPER COMPANY, A DELAWARE CORPORATION, AND CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, IN THE AMOUNT OF ONE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,100,000.00).

18. The following is hereby substituted for paragraph 3 of the printed portion of this Trust Deed:

Until the indebtedness secured hereby is fully paid, all buildings and improvements now existing or hereafter erected upon the premises described herein, and all fixtures, equipment and property therein contained or installed shall be kept unceasingly insured against loss and damage by such hazards, casualties and contingencies and in such amounts and for such periods as may from time to time be required by Mortgagee, and all insurance shall be written in standard policies and by insuring companies approved by Mortgagee, all policies of insurance and renewals thereof, without exception, shall have attached thereto mortgage clauses in favor of and in form and content satisfactory to Mortgagee and shall, with all premiums fully paid, be delivered to Mortgagee and issued at least fifteen (15) days before the expiration of the old policies and shall be held by Mortgagee until all sums hereby secured are fully paid. In case of sale pursuant to a foreclosure of this Trust Deed or other transfer of title to the premises described herein in extinguishment of the indebtedness secured hereby, complete title to all policies held by Mortgagee and to all unearned premiums thereon shall pass to and vest in the purchaser or grantee.

Without in any way limiting the generality of the foregoing, Mortgagor covenants and agrees to maintain insurance coverage on the premises described herein to include, but not limited to:

- a. fire and extended coverage insurance (including vandalism and malicious mischief) in an amount of at least \$1,100,000.00 on a 90% co-insurance basis, with full replacement cost endorsement;
- b. business interruption insurance in an amount sufficient to cover any loss from the premises described herein for a period of six (6) months;
- c. flood insurance, if the premises described herein are within a flood plain area as designated by the Federal Insurance Administration in accordance with the Flood Disaster Protection Act of 1973, as amended;
- d. pressure vessel insurance and sprinkler insurance, if applicable;
- e. Comprehensive General Public Liability Insurance in an amount of not less than \$1,000,000.00 single limit;
- f. such other insurance as may be reasonably deemed necessary by Mortgagee.

In case of loss by any hazard, casualty or contingency insured against, Mortgagor shall give immediate notice thereof to Mortgagee and Mortgagee is authorized and empowered, at its option, to make proof of loss if not made promptly by Mortgagor, and to collect and

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receive the proceeds from any insurance policy or policies on the mortgaged premises, (each insuring company being hereby authorized and directed to make payment for such loss directly and solely to Mortgagee) and, after deducting from such insurance proceeds and expenses incurred by it in the collection or handling of such fund, to apply the net proceeds, at its option, either to the restoration or repair of the property damaged (the improvements damaged or destroyed shall be repaired, restored or rebuilt if Mortgagee elects that the insurance proceeds shall be so used), or as a credit on any portion of the mortgage debt selected by it, whether then matured or to mature in the future, or on any deficiency decree; and Mortgagee shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy, regardless of the cause of such failure. Mortgagee is likewise hereby authorized and empowered, at its option, to collect and receive any and all condemnation awards heretofore made or hereafter to be made to any owner of the mortgaged premises, and after deducting from the proceeds of any such award and expenses incurred by it in the collection or handling of said fund, to apply the net proceeds as a credit on any portion of the mortgage debt selected by it, whether then matured or subsequently to mature, or on any deficiency decree; and Mortgagee shall not be held responsible for any failure to collect any award or awards, regardless of the cause of such failure. Mortgagee hereby agrees that the foregoing power and authority is irrevocable and coupled with an interest, and that nothing in this paragraph shall in any way affect the security of this Trust Deed or the liability of Mortgagor for payment of the entire balance of the debt hereby secured. Entry of a decree of foreclosure of the lien hereof shall not affect or impair the above granted powers and authority.

19. The following is hereby substituted for paragraph 6 of the printed portion of this Trust Deed:

Upon default or failure being made in the prompt payment of the Note, or any installment of principal or installment of interest, or fixed installment of interest and principal of the Note, when and as the same shall become due and payable, or upon any default or failure being made in the prompt payment when due of any such installment of a renewal or extension of the Note, or upon default in the payment of taxes or assessments as provided in paragraph 2 of the printed portion hereof, or upon default in the performance of the insurance provisions contained in paragraph 18 hereof, any such default continuing for ten (10) days, or upon any default or failure being made in the performance or observance of any other of the terms, provisions, or conditions of this Trust Deed, and such default continuing for ten (10) days after notice is mailed to Mortgagor specifying the general nature of such default (provided, however, that in case of a default which cannot be cured within a ten (10) day period, Mortgagor shall have such additional time to cure the same as may be reasonably necessary) or in the event that any proceedings shall be begun to enforce or collect any junior lien, or if proceedings be instituted by or against the then owner of the premises herein described under any bankruptcy or insolvency law, or other law for the benefit of creditors or relief of debtors, or if title to or possession of the said premises pass to any receiver, trustee or assignee for the benefit of creditors and such proceedings are not dismissed or stayed on appeal, or such receiver, trustee, assignee or other officer is not dispossessed in favor of the Mortgagor within forty-five (45) days after notice is mailed to Mortgagor, then, at the option of Mortgagee the entire unpaid principal balance of the indebtedness secured hereby, together with unpaid accrued interest thereon, shall become immediately due and payable without further notice Mortgagor, and Mortgagee shall have the right immediately to foreclose the lien of this Trust Deed.

20. Mortgagor hereby agrees to pay to Mortgagee, on the day monthly installments of principal and interest are payable under the Note (and, prior thereto on the dates payments of accrued interest only

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are payable under the Note) until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth (1/12th) of the yearly taxes and assessments which may attain priority over this Trust Deed, plus one-twelfth (1/12th) of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held by Mortgagee. Mortgagee shall apply the Funds to pay said taxes, assessments and insurance premiums. Mortgagee shall not be required to pay Mortgagee or its beneficiaries any interest or earnings on the Funds. The Funds are pledged as additional security for the sums secured by this Trust Deed. If the amount of the Funds held by Mortgagee, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums, shall not be sufficient to pay the same as they fall due, Mortgagee shall pay to Mortgagee any amount necessary to make up the deficiency immediately upon demand. Upon payment in full of all sums secured by this Trust Deed, Mortgagee shall promptly refund to Mortgagee or its assigns any Funds then held by Mortgagee. At any time after the principal amount of the indebtedness secured hereby shall become immediately due and payable by acceleration of maturity, but no later than immediately prior to the sale of the mortgaged premises pursuant to a decree of foreclosure or the date of other acquisition thereof by Mortgagee, the Mortgagee shall apply any Funds held by Mortgagee at the time of application as a credit against the sum secured by this Trust Deed. The escrow requirements in this paragraph shall be waived by Mortgagee so long as record title to the mortgaged premises remains with Mortgagee and all payments required by the Installment Note and this Trust Deed, including installment payments, insurance premiums, taxes, and special assessments are paid in full, and the loan is not otherwise in default.

21. Mortgagee hereby assigns to Mortgagee any and all present and/or future leases of all or any part of the premises described in this Mortgage as additional security for the payment of the indebtedness described in and secured by this Trust Deed.

22. Mortgagee, as additional security for the payment of the indebtedness described in and secured by this Trust Deed, has executed and delivered to the Mortgagee a Security Agreement granting to Mortgagee a security interest in and to:

all of the furniture, furnishings, fixtures, equipment, machines, apparatus, supplies and personal property of every nature and description used or useful in the operation of the premises, and all replacements thereof and substitutions therefor, and the proceeds thereof now or hereafter located in the premises described herein, excepting from the foregoing however, any articles of personal property belonging to any present or future tenant or lessee of the said premises;

and further, executed and delivered Financing Statements pursuant to the Uniform Commercial Code, State of Illinois. Mortgagee agrees from time to time to execute such additional Security Agreements and Financing Statements as may be necessary to vest in Mortgagee a first security interest in and to the property hereinabove described and any leases that may be assigned pursuant to provision number 21 hereof.

23. In the event Mortgagee shall file a voluntary petition in bankruptcy or under any of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or any answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within forty-five (45) days, as hereinafter provided, or the Mortgagee shall be adjudicated a bankrupt, or a trustee or a receiver shall be

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appointed for the Mortgagor or for all of the property of Mortgagor, or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of the property of the Mortgagor or the major part thereof in any involuntary proceedings for the reorganization, dissolution, liquidation or winding up of the Mortgagor and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within forty-five (45) days; or Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof, then, and in every such case, the whole of the indebtedness hereby secured, together with unpaid accrued interest thereon, shall, at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor.

24. That if the premises described herein, or any part thereof, be condemned under the power of eminent domain, or acquired for a public use, the damages awarded, the proceeds for the taking of, or the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Trust Deed and the Note which it is given to secure remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee. The Mortgagee is hereby authorized, but shall not be required, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from such judgments or awards. The Mortgagee secured hereby may apply all such sums or any part thereof so received, after the payment of all expenses, including costs and attorneys' fees, on the debt in such manner as the Mortgagee elects.

25. Mortgagor does hereby covenant and agree to furnish Mortgagee annual financial statement of WWF Paper Corporation to be prepared by a Certified Public Accountants within ninety (90) days after the close of each of WWF Paper Corporation's fiscal year.

26. Mortgagee and/or its agents shall have the right to inspect the premises described in this Trust Deed at times and as frequently as is reasonable without having to give prior notice of such inspection to Mortgagor.

27. Mortgagor hereby covenants and agrees to abstain from the commission of waste upon the premises described herein and shall permit no waste thereon, and shall keep and maintain all the buildings, improvements, appurtenances, fixtures, equipment and property now or hereafter erected, situated, installed or placed therein or thereon in sound and tenantable condition and in good and substantial repair, and shall do or permit no act whatsoever whereby any of the property hereby conveyed shall become less valuable. No building shall be removed or demolished or substantially altered without the prior written consent of Mortgagee and no fixture or equipment or property shall be removed without suitable replacements of at least equal value being immediately made and installed in the premises.

28. In the event Mortgagor shall sell or otherwise dispose of the mortgaged premises, or any part thereof, without the prior written consent of Mortgagee, the Mortgagee may, at its election, declare the entire indebtedness hereby secured to be immediately due and payable, without notice to Mortgagor (which notice Mortgagor hereby expressly waives, notwithstanding anything contained in paragraph 19 hereof to the contrary), and upon such declaration the entire indebtedness hereby secured shall be immediately due and payable, anything herein or in said Installment Note to the contrary notwithstanding.

29. Mortgagor will not create or permit to be created any lien,

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inferior or superior to the lien of this Trust Deed, which shall be secured by the premises described herein, or the improvements thereon.

30. The word "Mortgagee" as used in this Trust Deed shall be construed to mean the owner and holder of the Installment Note described in and secured by this Trust Deed, and shall include the original owner and holder, or any assignee or transferee thereof.

IDENTIFIED:

FOREST-ATWOOD PAPER COMPANY

By: Thomas W. Owen

PRESIDENT

Property of Cook County Clerk's Office

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JUN 25 03 3 24 18

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mail to
Duane, Morris & Heckacher
100 S. Broad St.
16th Fl.
Philadelphia, PA 19110
attn Vince Garity

Box 972

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