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21935384

This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said 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 by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally.

By: *[Signature]*
Vice-President

ATTEST: *[Signature]*
Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK ss.

VERA STEVANOVIC

I, *J. MICHAEL WYSTEYNSKI*, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that *SUSANNE G. BAKER*, Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and *[Signature]*, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this *5th* day of *August*, A. D. 19*50*

Vera Stevanovic
Notary Public

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

1. 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. * except for matters of record on the date hereof
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 (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 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 hereunder, 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 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 hereon shall be considered as a 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.
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 hereby 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 hereunder contained.
- 6.7. 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, the court 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.
- 7.8. 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.
- 8.9. 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 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.
- 9.10. 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.
- 10.11. 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.
- 11.12. 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.
- 12.13. 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 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 the 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.
- 13.14. 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.
- 14.15. 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. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- 15.16. 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.
- 16.17. 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.

See Rider attached hereto and made a part hereof

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. 0000
~~CHICAGO TITLE AND TRUST COMPANY~~
MAIN BANK OF CHICAGO Trustee
By [Signature] Assistant Secretary
Assistant Vice President

MAIL TO:

MAIL TO: Main Bank of Chicago
1965 N. Milwaukee
Chicago, Illinois 60647

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

PLACE IN RECORDER'S OFFICE BOX NUMBER

31-81-520

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EXHIBIT "A"

Parcel 1: (Area = 17,553.5 Sq. Ft. or 0.4030 Acres)

Lots 1, 2, 3, 4 and 5 in Dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 20 acres North and adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: (Total Area = 32,976.1 Sq. Ft. or 0.7570 Acres)

All of Lot 10, the North 1/2 of Lot 11 and all of Lot 12 in Block 4 in Gardner and Knoke's Subdivision of the 20 acres North of and adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: (Area = 17,351.1 Sq. Ft. or 0.3983 Acres)

Lots 8 and 9 in Volkman's Subdivision of Lots 4, 5, 6, 7, 8, and 9 in Block 4 in Gardner and Knoke's Subdivision of 20 acres North of and adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

Parcel 4: (Area = 4,999.9 Sq. Ft. or 0.1148 Acres)

Lots 10 and 11 in Dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 20 acres North and adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5: (Area = 13,232.7 Sq. Ft. or 0.3038 Acres)

Lots 1, 2, 3 and 4 in the Subdivision of Lots 12, 13, 16 and 17 together with the vacated alley lying between and adjoining said Lots in Dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 20 acres North and adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6: (Area = 6,949.9 Sq. Ft. or 0.1595 Acres)

Lots 6 and 7 in Dam and Warner's Subdivision of Block 3 in Knoke and Gardner's Subdivision of the 20 acres North and adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7: (Area = 6,525.4 Sq. Ft. or 0.1498 Acres)

The South 1/2 of Lot 11 in Block 4 in Gardner and Knoke's Subdivision of 20 acres North of and adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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RIDER TO A TRUST DEED DATED
JUNE 23, 1980, BY AND BETWEEN AMERICAN
NATIONAL BANK & TRUST COMPANY AS TRUSTEE
UNDER TRUST NO. 32967 AND CHICAGO TITLE AND TRUST COMPANY,
AS TRUSTEE UNDER SAID TRUST DEED

17. This Rider is attached to and made a part of a certain Trust Deed dated June 23, 1980, by and between American National Bank & Trust Company, as Trustee under Trust No. 32967 and Chicago Title and Trust Company. All of the terms and conditions of said Trust Deed are by this reference hereby incorporated into and made a part hereof. To the extent any conflict exists between the terms and conditions hereof and those of said Trust Deed, the Holders of the Note shall have the exclusive right to determine which shall control.
18. Without the advanced written consent of the Holders of the Note, Mortgagor does further covenant and agree that it will not transfer or convey or cause to be transferred or conveyed or suffer an involuntary transfer or conveyance of the premises, whether legal or equitable, including the transfer of the beneficial interest in the trust holding title to the premises, and whether possessory or otherwise, including the transfer of possession of the premises pursuant to the sale thereof under articles of agreement for the issuance of a warranty deed, to any third party so long as the debt secured hereby subsists, and further, that in the event of any such transfer by the Mortgagor without the advanced written consent of the Holders of the Note, the Holders of the Note, in their sole discretion, and without notice to the Mortgagor, may declare the whole of the debt secured hereby immediately due and payable. The acceptance of any payment after any such transfer shall not be construed as the consent of the Holders of the Note to such transfer, nor shall it affect the right of the Holders of the Note to proceed with such action as the Holders of the Note shall deem necessary. Nothing in this paragraph shall prevent the Mortgagor from entering into a lease of all or any part of the premises.
19. In the event the premises, or any part thereof are taken through the exercise of the power of eminent domain, the entire award for damages to the premises shall be the sole property of the Holders of the Note, and shall be used and applied in reduction of the indebtedness due under said Note, in such order as the Holders of the Note shall determine in their sole discretion, and the Mortgagor hereby assigns to the Holders of the Note, all right, title and interest in and to any award made pursuant to the proceedings wherein such power of eminent domain has been exercised and hereby authorizes and empowers the Holder of the Note to receive and give acquittance therefor and to make, execute and deliver in the name of the Mortgagor or any subsequent owner of premises, any release or other instrument that may be required to recover any such award.
20. At the request of the Holders of the Note, the Mortgagor agrees to furnish the Holders of the Note at the end of each calendar year, or more often if requested by the Holders of the Note, a report of the operations of the premises, prepared by accountants acceptable to the Holders of the Note, consisting of at least a balance sheet and a statement of profit and loss.
21. In the event that the insurance proceeds are payable with respect to any claim arising out of policies that the Mortgagor is required to maintain pursuant to the Trust Deed, and provided that no event of default or event which with the passage of time might mature into an event of default has occurred and is continuing, such proceeds shall be made available to the Mortgagor for restoration of the premises, if however an event of default or an event which might mature into an event of default has occurred, then the entire

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Rider
Page Two

proceeds shall be the sole property of the Holders of the Note and shall be used and applied in reduction of the indebtedness secured hereunder, in such order as the Holders of the Note shall determine in their sole discretion, and the Mortgagor hereby assigns to the Holder of the Note all its right, title and interest in and to such proceeds, and hereby authorizes and empowers the Holders of the Note to receive and give acquittance therefor, and to make, execute and deliver in the name of the Mortgagor, or any subsequent owner of the premises, any release or other instrument that may be required to recover the insurance proceeds.

22. Any second mortgage of the premises or other like consensual lien made without the prior written approval of the Holders of the Note, including the collateral assignment of the beneficial interest in the trust holding title to the premise shall give the Holders of the Note the right, at any time, to declare the debt secured hereby immediately due and payable and the right to foreclose the lien hereof.
23. The term "Mortgagor" as used herein shall be deemed to include the successors or assigns of the Mortgagor.
24. Notwithstanding anything herein to the contrary, the Holders of the Note hereby agree to grant partial releases of the lien hereof subject to the following terms and conditions:
 - a. At the request of Mortgagor and upon payment of \$5 per square foot to the Holders of the Note, the Holders of the Note shall release from the lien hereof such parts of Parcel 3, Parcel 2, or Parcel 7 as those are described on Exhibit A attached hereto, provided, however, that the total of any such releases for those parcels shall not exceed in the aggregate \$280,000;
 - b. At the request of Mortgagor and upon payment of \$300,000.00 to the Holders of the Note, the Holders of the Note shall release Parcel 6 plus lots 4 (except the east 15 feet thereof) and 5 of Parcel 1, together with common parking rights in Parcels 7 and 5.
 - c. Notwithstanding the above, no release shall be given for property less than 15,000 square feet in area and until that property has been identified on a survey in a manner satisfactory to the Holders of the Note.
 - d. All costs and expenses of any release of the lien hereof shall be paid by the Mortgagor, which shall include, and not by way of limitation, release fees and surveys.
25. If any installment of principal and interest is not paid when due, then and in such event the unpaid principal amount of the Note shall bear interest at the rate of 17 per cent per annum, which rate shall continue in effect until all past due principal and interest installments and post-maturity rate interest due as a result thereof have been paid.
26. 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 the Trust Deed shall, notwithstanding anything in the Note or in the Trust Deed or in this Rider to the contrary, become due and payable (a) 10 days after

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Rider
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notice of default in making payment of any instalment of principal or interest on the Note, or (b) except as may otherwise be provided when default shall occur and continue for 30 days after notice in the performance of any other agreement of the Mortgagor herein contained.

ATTEST:

Robert Ker
ASSISTANT SECRETARY

AMERICAN NATIONAL BANK & TRUST
COMPANY, not personally but as
Trustee under Trust No. 32967

M. M. M.
Vice President

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CHICAGO TITLE INS. #5

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ATP 3/84520
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OCT 23 1980
REGISTRATION OF TITLES

MAILED BY
ADDRESS
PRINTED
DELIVER DATE, FOR
REGISTERED BY
3/84520
CHICAGO TITLE INS.
REGISTERED BY
ADDRESS
PRINTED
DELIVER DATE, FOR
REGISTERED BY

END OF RECORDED DOCUMENT