## RECEIVED IN BAD CONDITION



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TRUST DEED

THIS IS A JUNIOR MORTGAGE

Sidney R. Olson 1982 OCT 1 PN 2: 43

26369093

26369093

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 1

1982 , between Ridgeway Hospital, Inc.

reporation organized under the laws of , herein referred to as "Mortgagor," and CH' AC D TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUCTET ... itnesseth:

THAT, VHILKFAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder on hor' is being herein referred to as Holders of the Note, in the principal sum of Two million one hundred

forty two thousand five hundred thirty eight & 51/100 (\$2,142,538.51)evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by mich 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 nine per cent pe instalments (including principal an interist) as follows: Thirty Thousand and no/100 (\$30,000.00)-

Dollars or more on the 1st day of October 1982 and Thirty Thousand and no/100 (\$30,000.00)-

Dollars or more on the 1st day of ear a 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 September 1987. All such payments on account of the indebtedness evidenced by said note to b 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 fifteen

per annum, and all of said principal and interest beil g made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, for the to time, in writing appoint, and in absence of such appointment, then at the office of Charles R. Stone, P. O. Box 86, Thornton, IL 60476

in said City,

NOW, THEREFORE, the Mortgagor to secure the payment of the safe price I 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 greements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt where the herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt where the herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt where the herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt where the herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt where the herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt where the herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt where the herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt where the mortgage is a sum of One Dollar in hand paid, the receipt where the herein contained where the Mortgagor to be performed, and the performance of the covenants of the mortgagor to be performed.

SEE ATTACHED RIDER

THIS DOCUMENT PREPARED BY: Charles R. Stone, Attorney

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

TOGETHER with all improvements, tenements, easements, fixtures, and appartenances thereto belonging, and all rents, its est and rofits thereof for so long and during all such times as Mortgager may be entitled thereto (which are pledged primarily and on a parity win said r all estate and not secondarily), and all apparatus, equipment or articles now or hereaffer therein or thereon used to pupily heat, gas, air condition, a. a. ijisht, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, win "an "ales, storm doors and windows, floor coverings, inador beds, awaings, stoves and water heaters. All of the foregoing are declared to be a par. of. and "all estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the pre-uses by the mottager or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises.

set forth.

And Rider.

This 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.

of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said ex

RIDGEWAY HOSPITAL, INC

SEAD SEAD		ATTEST:	Ashani Vice President
STATE OF ILLINOIS,	1	aret Homan r and residing in said County, in the Sta	te aforesaid, DO HEREBY CERTIFY THAT

A. Colville Wilson

Margaret Homan NOTARY PUBLIC

Cook tarial Scan, COO Committee of the Cook of

# RUNDKAD WALL

1983 JAN -6 PM 2: 25

Collins of Sidney M. Oben

RECORDER OF DEEDS

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# NOTES COMPLEMENTAL CONDITIONS

#### Page 2

# Stopperty Ox County Clark's

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Det 2):

1. Mortgager shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which way, become damaged of the destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or laim, 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 premise. At on it 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) comple the with a reasonable time any buildings now or at any time in process of exection upon said premises; (e) comply with all requirements of his a reasonable time any buildings now or at any time in process of exection upon said premises; (e) comply with all requirements of haw 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.

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 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 policies payable for the benefit of the holders of the note, and in case of loss or damage, to Trustee for the benefit of the holders of the note, and in

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT TOUTLLE WILSON WILSON and MAX PASTIN of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such said assistant Secretary, respectively, appeared before me this day in person and acknowledged that they MAN saided 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 Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company, for the uses and purposes of the said Assistant Secretary's own free and voluntary act of said Company, for the uses and purposes of the said company to the said assistant Secretary's own free and voluntary act of said Company, for the uses and purposes of the said company to the said assistant Secretary's own free and voluntary act of said Company, for the uses and purposes of the said company to the said company to the said company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said instrument as the free and voluntary act of said Company to said Company to said Company to s

NOTARY PUBLIC

Note with Interest Inch Page 1

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

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4: In case of dr. with herein, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any four. To anner deemed expedient, and may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any four. To anner deemed expedient, and may, but need not, make any payment or perform any act hereinbefore required of mortgagor in any four. To anner deemed expedient, and may, but need not, make any payment or perform any act hereinbefore required of mortgagor in any four. To anner deemed expedient, and may, but need not, make

Trustee or holders of the note small 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 n. te' ar' y secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procureo tr' in the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, torfeitur are in the original pay each item of indebted ess he cin mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without not a to knortgagor, all unpaid indebtednes; secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contarty, became down and payable (a) immediately in the case of default in making payment of any instancent of principal or interest on the note, or (b) when default shr 1 oc ur 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 or we then year contained.

7. When the indebtedness hereby secured shall become or we then year contained.

8. The process of the note or Trustee shall have the right to foreclose the liem hereof. In any suit to foreclose the liem hereof, and any suit to foreclose the liem hereof, and expert evidence, stengasher 'charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of tit'. The searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances which may be had pursuant to such feere the tote 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 feere he to true condition of the title to or the value of the premises. All exp

not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applie' 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 mentified the premises of the second, all other items which under the terms hereof, constitute secured indebtedness additional to that evidenced ! v in one, to note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the note; fourth, any overplus to Mortgagor, "accessor assigns, as their rights may appear.

9. Upon, or at any time after the filling of a bill to foreclose this trust deed, the court in which suc' oil! I filled may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, which are whether the sine that it is then occupied as a bonneard to the their value of the premises of the premise of such proceeds as a bonneard to the their value of the premise of such procedures and profits of said premises during the predectory of such foreclosure suit and, in case of a sale and a deficiency, during the protection, possession on a more of such foreclosure suit and, in case of a sale and a deficiency, during the profits of major amption, whether there is entered by a mption, whether there is entered by a mption, whether there is entered by a mption, whether there is negative to collect the tent occupied as a bonneard or one, as well as during any further times when Mortgagor, except for the intervention of such receiver, we mether the activation or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, we do we entitled to collect such rents, issues and profits of said period. The Court from time to time may authorize the receiver to apply the mismagement and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the mismagement and o

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 s' all be permitted for that

urpose...

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validit of the innatures or the lentity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed in the control of the interest of the lentity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed in the control of the interest of the control of the signatories of the control of the signatories of the control of the

power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in also it is own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exc. cits' g 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 inde. It is not all the request of any person who have accepted 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 have accepted any note which 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 on upoproting 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 destribed 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, and the work of the resignation, inability or refusal to act of Trustee, the time Recorder of Decds 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortaggor and all per

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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.

MAIL TO:

CHICAGO TITLE AND TROST COMPANY, Assistant Secretary

Assistant Vice President

Charles Stoke my 18:00:13 No Hornton Sh Thorndon, IVI. 60476

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



DATED OCTOBER 1, 1982 DEW. W

RIDGEWAY HOSPITAL, INC., AN ILLINOIS CORP.

CHICAGO TITLE & TRUST COMPANY, AN ILLINOIS CORP.

The property which is the subject matter of this trust deed commonly known as 509 North Ridgeway, and 520 North Ridgeway, Chicago, Illinois, and legally described as foil ws.

> Parcel 1: Lot 20 in Block 12 in Diven's Subdivision of Blocks 12 and 14 in Morton and ctilers Subdivision of the East 1/2 of the North West 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 1 to 9 inclusive in Hogue's Subdivision of Lots 13 to 19 inclusive in Diven's Subdivision of Block 12 in W. J. Morton's Sub-division of the East 1/2 of the North West 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Lot:33 (except the East 3 feet thereof) in Block 11 in Julian and Brown's Subdivision of Lots 1, 2 and 3 in Block 11 and Lots 1, 2 and 3 in Block 13, in Morton's Subdivision of the East 1/2 of the North West 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Notwithstanding anything else in the trust deed, note or this Rider to the contrary, the entire principal amount and any ac-

# RECENSO IN BAD CONDITION

crued interest shall immediately become due and payable to the legal holders of the installment note if the mortgagor should sell, transfer, of THE MAIN HOSATAL COLLUNG, convey, lease more than 25% of the floor space, enter into articles of agreement for a deed, or assignment of beneficial interest, or convey the property in question into a 'and trust and assign or agree to assign the beneficial interest in said land rust, or otherwise dispose of transfer any or all of the mortgagor's interest in the real estate in question. Provided however, the mortgagor may lease additional portions of the property in question with the written consent of the legal holders of this note, provided further, said consent shall not be unreasonably withheld.

balance of the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing, until the date the first installment is due shall be payable on or before the date of initial closing. It is understood and agreed that although the monthly payments are due on the first day of the month, said payments shall be considered timely if received on or before the fifteenth day of the month in which any payment is due. It being expressly understood that no penalty or additional interest charge shall be suffered if said payments are received prior to the fifteenth day of the month in which they are due.

2636909

MR

## UNOFFICIAL CORY

4. As additional security in the event of default, Buyer assigns to Seller all unraid rents, and all rents which accrue thereafter, and in addition to the renucles provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver.

If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may nect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

5. Notwithstanding anything else hereinabov: contained in the trust deed, the rider to the trust deed, or the note for which said truste deed is security, it is expressly understood and agreed that in the case of default in making payment of any installment of principal or interest on the note, the mortgagor shall be entitled to a written notice of such default to be served upon the mortgagor at its principal place of business by centified mail and further providing, that the mortgagor shall have 30 days from receipt of such notice to cure any and all defaults.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals to this Rider to Trust Deed dated this  $\underline{/st}$  day of O.t., 1982.

RIDGEWAY HOSPITAL, INC., an Illinois Corporation

achille Wilson

369093

# UNOFFICIAL COPY



AGO
Y, an .

PRES.

26 459 900 CHICAGO TITLE & TRUST COM-PANY, an Illinois Corporation

SECRETARY

26369093

## UNOFFICIAL CORY

STATE OF ILLINOIS ) SS COUNTY OF COOK )

I, Margaret Homan, a Notary Public in and for and residing in said County, in the State aforesaid, DO HERED (ENTIFY THAT A. COLVILLE WILSON, President of RIDGEWAY HOSPITAL, AN ILLINOIS CORPORATION and MAX PASTIN, Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, are used before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary are and as the free and voluntary act of said Company, for the uses and process therein set forth; and the said Secretary then and there acknowledged that said Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Secretary's own free and voluntary act and as the free and

GIVEN under my hand and Notarial Seal this 1st day

voluntary act of said Company, for the uses and purposes therein

October 1982.

[HON]

[Margaret Homan

[Notary Public Publ

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### UNOFFICIAL COPY

ST TE OF ILLINOIS )

SS
COUNTY OF C O O K)

I, MARGARET HOMAN, a Notary Public in and for aforesaid, DO HEREBY CERTIFY THAT A. COLVILLE WILSON, President of RIDGEWAY HOSPITAL, AN ILLINOIS CORPORATION and MAX PASTIN, Secretary of sail company, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such President and 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 and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Secretary's 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 7th day

ecember , 1982

Margaret Ho

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