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TRUST DEED **26184391**

COOK COUNTY, FLUNDIS FILED FOR FROODD Secting N. Olsens PECCROER OF DEEDS

1982 HAR 26 PH 2: 45

26184391

THIS INDENTURE, made

THE ABOVE SPACE FOR RECORDERS USE ONLY
19 82, between

THIS INDENTURE, made January 5, 19 82, between

NORTHWESTERN PLATING WORKS, INC.

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

THE STEEL CITY NATIONAL BANK OF CHICAGO,

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

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from January 1, 1982 on the balance of principal remaining from time to time unpaid at the rate of eleven per cent per annum in its talments as follows: TWO THOUSAND ONE HUNDRED

THIRTY FIVE and 13/10° (\$2,135.13) DOLLARS or more

Dollars on the 1st day of February 19 82 and TWO THOUSAND ONE HUNDRED THIRTY FIVE and 13/100 (\$\cdot^2\$, 135.13) DOLLARS or more
Dollars on the 1st day of each (\$\cdot \cdot \cdot

in said City,

NOW, THEREFORE, the Mortgagor to secure the payment of the said print oal rum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants a d r rements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof . he car acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assistant therein, situate, lying and being in the COUNTY OF COUNTY OF LLINOIS, to with the country of the sum of the su

Lots 117 to 124, inclusive in the Commissioner's Subdivision of the North West & of the North East & of Section 34, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

1200

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

TOGETHER with all improvements, tentenents, easterners, fixtures, and appurtenances thereto belonging, and all rents, issues a so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said re-

so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real est.) ot secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, [8:1, power prefrigeration (whither single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shad,, 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 seal 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 here

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 it's successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Vice President and attested by its Assistant 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.
d resolutions further provide that the note herein described may be exe	cuted on behalf of said corporation by its Vice-President
James Jacobs	Northwestern Plating Works, Inc.
0. 2200	
	BY Thues Iccoh vice-PRESID
	BY /C. LUCE PRESID

ATTEST CARRES JACOB James Jacob Lames Jacob James Jacob Lames Lame

tate driver the sound of the state aforesaid, DO HEREBY CERTIFY THAT

James Jacobs Vice President of the Northwestern Plating Works, Inc.

of said Company, 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 aligned 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, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said Issurament as each Assistant Secretary's own free and voluntary act and as the free and voluntary to said issurament as many control of the corporate seal of said Company, for the uses and purposes therein set forth.

The day of June 1992 Assistant Assistant Secretary and the said Assistant Secretary are said to said Company, for the uses and purposes therein set forth.

The day of June 1992 Assistant Secretary and the said Company to said Secretary and the said Assistant Secretary and the said Company and th

My commission expires: 1/8/83

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Page 2

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not appressly subordinated to the lien hereof; (3) say when due any indebteness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any buildings now or at any time in process of creation upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinances.

as prumance.

Morigagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note dup.

To , event default hereunder Morigagor shall pay in full under protest, in the manner provided by statute, any tax or assessment may seels to contest.

2. storigagor shall pay before any penally 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, irruins to Truitee or to holders of the note duplicate receipts therefor. To "vent default hereunder Mortagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortagor is all the providing the providing the providing the payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay". It is the indebtedness secured hereby, all in companies satisfactory to they holders of the note, under insurance policies payable, in case of loss or dam, it. It is first the benefit of the holders of the note, such risks to be evidenced by the standard mortgage clause to be attached to each plure renewal pol cies to less than ten days prior to the respective dates of expiration.

4. In case of "a" therein, Trustee or the holders of the note may, but need not, make full or aprail payment or perform any act herein activated to each mortagor in any for; an manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and pirch as discharge, compromise or settle any tax lien or other prior lien or till or claim thereof, or redeem from any tax sale or incurred in namection in evil in including automorpy fees, and any other moreys advanced by Trustee or the reconstitutions in evil payments of principal or interest on prior encumbrances, if any, and pirch as discharge, compromise or settle any tax lien or other prior lien or till or claim thereof, or redeem from any tax sale or the payment of the prior lien of the order of the order sale payments of principal or interest, or including automorpy fees, and any other moreys advanced by Trustee or the reconstitution of the payment and the sale of seven pay certain the sale of

- provised; third, all principal and interest, remaining unpaid on the not. Jourth, any overplus to hiorigogo, its successors or assigning, as their rights may appear.

 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premaines. Such appointment may be made either before or after sale, without notice. The trust entering of the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the time value of the premains or whether the some shall be ten occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver slid in the premains and profits of said premains the pendency of such foreclosure suit and, in case of a sale and a deficient, it was the first statisticity period of redemption, whether there be caused any profits of the profits of t

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

 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor right Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hered, nor be highly to a system or ormissions hereing the record that case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may be indemnities satisfactory to it before exercising any power herein given.

 13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation or rules, only evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may except a release hereof to and at 're request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtednes are release to the representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, and a discessor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed in behalf of it or opporation herein designated as the maker thereof; and where the release is requested of the note and withit purports to be executed on behalf of it or opporation herein designated as maker thereof; and where the release is requested of the original trustee and it has never executed an enhalf of the original trustee and which purports to be executed on behalf of the original trustee and which purports to be executed on behalf of the original trustee and which purports to be executed on behalf of the original trustee and which purports to be executed on behalf of the original trustee and which purports to be executed on behalf of the original trustee and which purports to be executed on beh

- 16. The mortgagor hereby waives any and all rights of redeemption 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 judy nent creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

This instrument prepared by: H.R. Buoscio, 9138 S. Commercial, Chicago, Illinois 60617

D	NAME	!			1	5		FOR RECORDERS INDEX PURPOSES
E	STREET				•		•	INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
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Rider attached to and made part of that certain <u>Trust Deed</u> (the "Mortgage") between Northwestern Plating Works, Inc. ("Mortgagor") and <u>The Steel City National Bank</u> of Chicago

- 1. In the event of any conflict between the terms hereof and the terms of the Mortgage, the terms hereof shall control;
- Francis H. Lanz, at the present time is the holder of the Note secured hereby (the term "Holder" shall include Francis H. Lanz, his successors and assigns);
- 3. As additional security hereunder, Mortgagor hereby assigns to the Holder the rents of the premises, provided that Mortgagor shall, prior to coccleration of the debt secured hereby by reason of default or abandonment of the premises, have the right to collect and retain such rents as they become due and payable.

Upon acceleration by reason of default or abandonment of the premises, and at any time prior to the expiration of any period of redemption following judicial sale, the Volder, in person, by agent or by judicially appointed receiver, that I be entitled to enter upon, take possession of and manage the premises and to collect the rents of the premises including those past due. All rents collected by Holder or the receiver shall be applied first to payment of the costs of management of the premises and collection of rents, including, but not limited to receiver's fees, premions on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

4. Mortgagor shall not, without the advance written consent of the Holder, sell or transfer all or any portion of the premises or any interest therein, lease any portion of the premises for a period (including any option period) in excess of 3 years or transfer direct or indirect control of Northwestern Plating Works Inc. to any person or entity not presently a shareholder thereof. The above limitation shall not apply to (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for fixtures, (c) a transfer by

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devise, descent or by operation of law or (d) the grant of any leasehold interest of three years or less not containing an option to purchase or extend. If the above covenant is violated, such violation shall constitute a default hereunder and Holder may, at Folder's option, declare a default hereunder and all the sums secured by this Mortgage to be immediately due and payable.

- 4. If Holder exercises such option to declare a default and accelerate, Holder shall mail the Mortgagor notice of default and acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may per the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Holder may, without further notice or demand on Mortgagor, invoke any remedies permitted by this Mortgagor.
- 5. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgagor on its own behalf and on behalf of ach 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.

In Witness Whereof and mortgacor has caused its corporate seal to be hereaunts affixed and three presents to be slow aby the Assistant Secretary on the day and year first above written, pursuant is authority slown by resolutions duly peaked, with the nate herein described may be executed on the property of the day and year first above written, pursuant to authority slown by resolutions duly peaked, with the nate herein described may be executed on the property of the Conference of the Conferen

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