26 206 408 cook county it in indis

Sidney H. Olson

TRUST DEED!

LOAN NO. 70-621-36	FILED	FOR RECORD	RECORDER OF DEEDS	
8019 S. HALSTED	1003 400	00 11110-25	26206408	
CHICAGO, ILLINOIS	ISBZ APK	20 # 10: 26	70200400	
BROWN AND PORTILLO		THE ABOVE SPACE FOR	RECORDER'S USE ONLY	
THIS INDENTURE, made APRIL 12,	19 82 betwee	n BROWN AND PO	RTILLO, INC.	$\neg$
a corporation organized under the laws of AND TRUST COMPANY, an Illinois corporation THAT, WHEREAS the Mortgagor is justly inclegal holder or holders over given referred to TWO THOUSAND AND NO/100———————————————————————————————————	ILLINOIS on doing business in lebted to the legal h as Holders of the No	, herein referred Chicago, Illinois, herein n nolder or holders of the l ote, in the principal sum o	to as "Mortgagor", and CHICAGO TITLI referred to as TRUSTEE, witnesseth: instalment Note hereinafter described, sai of ONE HUNDRED EIGHTY	d
	(\$182,	000.00)		-
evidenced by one certain Instalment No'e of the NORTHWEST NATIONAL BAN OF and delivered, in and by which said Note the	ne Mortgagor of ever	date herewith, made pay	able TO THE ORDER OF XXXXXX	
ONE THOUSAND ELEMEN AND M	).C	The principal sa		
on the First day of June, 198 each month thereafter, to and include on the Firstlay of May, from time to time unpaid at the rate of maturity at the factor of the company in CHICAGO appoint, and in absence of such appointment, to	idegrammen, and	ay of April, 1 st from date herecommon and instantial and instantial and in the common and in the comm	Dollarsoffiators on the First day o 987, with a final payment of the balanc of on the principal balanc alments of principal bearing interest afte terest being made payable at such bankin	f e e
NOW, THEREFORE, the Mortgagor to secure to provisions and limitations of this trust deed, and the and also in consideration of the sum of One Dolla: WARRANT unto the Trustee, its successors and assilying and being in the CITY OF CHICA PARCEL 1:	the payment of the sai performance of the co r in hand paid, the rec gns, the following desc GO	d pri. cipal sum of money; ovenants an , ag; ements here eipt where of it hereby acknowled ribed Real was and all of in DUNTY OF CORR	in said City and said interest in accordance with the terms in contained, by the Mortgagor to be performed swiedged, does by these presents CONVEY and its estate, right, title and interest therein, situate AND STATE OF ILLINOIS, to wit:	i
Lot 1 (Except the West 40 131.01 Feet, Lying South a North West 1/4 of Section Principal Meridian, Lying Railroad in Cook County, I PARCEL 2:	33, Townshi West of the llinois;	p 38 North, Rai Chicago Rock	chains 30 Links of the nge 14 East of the Third Island and Pacific	<u>26</u> -20
The North 24 Feet 9 Inches Part of Lot 2 in Assessor'. Part of the South East 1/4 Railroad, All in Township Meridian, (Except the North This Instrument Was Prepare AUGUST G. MERKEL	of Section 38 North, Ra	32 Lying East ange 14 East of	2 of Section 33 and That of the Rock Island f the Third Puncinal	<b>₹</b>
METIGIAN, (Except the North This Instrument Was Prepare AUGUST G. MERKEI.  which, with the property hereinafter described, is refer TOGETHER with all improvements, tenements, es olong and during all such times as Mortgagor may secondarily), and all apparatus, equipment or articles refrigeration (whether single units or centrally controdoors and windows, floor coverings, inador beds, awhether physically attached thereto or not, and it mortgagor or its successors or assigns shall be consider TO HAVE AND TO HOLD the premises unto the set forth.	red to herein as the "p asements, fixtures, and be entitled thereto ( now or hereafter ther lled), and ventilation it wnings, stoves and wa is agreed that all simil d as constituting part a aid Trustee, its success	remises," Chicago, appurtenances thereto belor which are pledged primarily ein or thereon used to suppl, neluding (without restricting ter heaters. All of the forege ar apparatus, equipment or of the real estate. ors and assigns, forever, for the	AUKEE AVE 0641 IIIInols 60641 ging, and all rents, issues and profits her of for and on a parity with said real estate and no y heat, gas, air conditioning, water, light, or of the foregoing), screens, window shades, so ruing are declared to be a part of said real estate articles hereafter placed in the premises by the he purposes, and upon the uses and trusts hereighted.	0
This trust deed consists of two pages. The deed) are incorporated herein by reference and	covenants, conditionare a part hereof and	ns and provisions appeari	ng on page 2 (the reverse side of this trus	t
In Wimes Wiletoof said mortgagor has caused its corrattoggion has fruitant Secretary on the day the CFF 1000 ES of said co	orate scal to be hereur and year first above	nto affixed and these presents written, pursuant to aut	to be signed by its XXXXXXVice President and hority given by resolutions duly passed by	<u>,</u>
Sand resolutions further provide that the note herein de	esq <del>ribed may be execut</del>	ed on behalf of said corporat	ion by its	
Beard of Directors	140-	BROWN AND I	PORTILLO, INC.	İ
	100	41/	onto lit	-
Controller	10	Thomas ATTEST	1. Kentref i kasmankvice Presiden	
William ON Lawrence		Philip (	Rojum, Assistant Secretary	:
STATE OF ILLINOIS		AROL J. GRUE	VEICH	1
THOMAS MALKENNEFICK.	Public in and for and re XXXXXXIVice I	esiding in said County, in the President of the BROWN	State aforesaid, DO HEREBY CERTIFY THAT AND PORTILLO, INC.	
July J. G. R. U. P. Tong		PHILTE O POL		.

## FFICIAL C

## 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 and 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 birn 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 ordinance 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.

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2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and orther 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

Morteagor pay desire to contes

Mortgagor it is desire to contest.

3. Mo cago 'shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm \(\tilde{\chi}\). I 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 \(\tilde{\chi}\). Let so sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies \(\tilde{\chi}\). Let 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 ghits to be evidenced by the standard mortgage clause to be attached to each policy and shall deliver all policies, including additional and renewal policies, \(\tilde{\chi}\). Libers 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 \(\tilde{\chi}\) pitz ion.

4. In case of offault \(\tilde{\chi}\), Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Manage and the pay in the pay of the pay for the p

4. In case of defaut '...re n, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and morner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any and put has discharge, compromise or settle any tax lien or other prior lien, or claim thereof, or redeem from any tax sale or forfeiture affecting said premiser or ontest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewish, not ding attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises; and the lier increase plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebt in a sessent dereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate. Onth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the note and never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagot.

5. The Trustee or the holders of the note hereby secur d making any payment hereby authorized relating to taxes or assessments may do so according

part of Morigagor.

5. The Trustee or the holders of the note here's secur d 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, forfeitune, the not of the relation thereof.

6. Mortgagor shall pay each item of indebtedness level 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 hard ago, 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 as able (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 as a continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by accestration or otherwise, holders of the note or Trustee shall have the right to 7. When the indebtedness hereby secured shall become due whether by acce, ration 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 hall 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 beha. "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, the acceptance of the note of the international title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the rate ray 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. In a 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 nuch 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 premiturity 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, claimed or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclose in reof after accrual of such right to foreclose whether or not actually commenced. security hereof, whether or not actually commenced.

whether of not actually commenced; or (c) preparations for the deciense of any intreatened suit or indeceding which night aftect the premises of the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following of the preceding of the premises shall be distributed and applied in the preceding of a priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding of a premise incident in the preceding of the note, which the control is a preceding of the note, which the control is a preceding of the note, which the control is a preceding of the note, which the control is a principal and interest, remaining unpaid on the note; fourth, any overplus to Mortgagor, its successors or assign, as it is first 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 the proving 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 occurs of said premises during the Tustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profit of said oremises during the premises of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there is 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 ents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and "c" antion of the premises during the whole of said period. The Court from time to

may be or become superior to the month of the lien or of any provision hereof shall be subject to any defense which would not be good and available or he party interposing same in an action at law upon the note hereby secured.

The balders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that

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 shall be permitted for that

purpose.

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.

negagence or insection of that of the agents of employees of trustee, and it may require 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 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.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of 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.

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

notes: when more than one note is used.

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.

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.

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 been to be reasonably necessary either to proceed such suit or to evidence to bidders at any all evidence to a proceed the process of the respect to title as Trustee or holders of the process of the respect to the suit of the process of the respect to the process of the 21. Trustee on 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.

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.

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 inquirs. Where a release is requested of a successor trustee, such successor trustee may accept as true without inquirs. Where a release is requested of a successor trustee hereby secured has been paid, which representation Trustee may accept as true without inquirs. Where a release is requested of a successor trustee, such successor trustee may accept as the representation of the successor trustee, such successor trustee end of a successor trustee and the requested on the record of a successor trustee, such successor trustee end of the record of a successor trustee, such successor trustee end of the record of t

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RIDER ATTACHED TO TRUST DEED DATED APRIL 12, 1982 FROM BROWN AND PORTILLO, INC., AN ILLINOIS CORFORATION TO CHICAGO TITLE AND TRUST COMPANY TRUSTEE.

- 18. The Borrowers further agree to deposit with the Northwest National Bank of Chicago monthly 1/12th of the general real estate taxes the current year.
- 19. In the event the Mortgagor shall convey title to any person or persons other than the Mortgagor or shall suffer or permit Mortgagor's equity of redemption in the property described in this Mortgage to become vested in any person or persons other than the Mortgagor (except when such vesting results from devise or operation of 1; w upon the death of any individual executing this Mortgage), then in ary such event the Mortgagee is hereby authorized and empowered at its or con and without affecting the lies become affecting the lien hereby created or the priority of sail lien or any right of the Mortgagee hereunder, to declare all sums resured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclos, this and said Mortgagee may also immediately proceed to foreclos. This Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Mortgagee of any mortgage payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagee of its right to require or enforce performance of this provision or to exercise the remadies hereunder. For the purpose of this provision, the word "person" means in individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a governmental of company, a trust, any unincorporated organization, or a governmental or political subdivision thereof, or any one or more or combination of the foregoing. Whenever the Mortgagee shall elect to declare all sums secure hereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgagor and to the Mortgagor's successors in title not less than thirty (30) days prior to the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successors in title as recorded upon the books of the Mortgagee, but if no such address be so recorded then to the address of the mortgaged property.

Where the term "Mortgagee" has been used in the above paragraph, it shall be construed to mean the Holder of the Note.

20. Mortgagor covenants and agrees to furnish to Northwest National Bank of Chicago or to the holders of the Note, within one hundred twenty (120) days after the close of each fiscal year of the Mortgagor and Brown and Portillo, Inc. commencing with the fiscal year of 1981, a detailed audit report containing a balance sheet and statements of the income and surplus accounts as at the close of the preceding fiscal year. This audit report shall be in the form submitted to the Board of Directors of Mortgagor and Brown and Portillo, Inc. and shall be prepared by (and accompanied by the certificate of) an independent certified public accountant of recognized standing, licensed to do business in the State of Illinois, and acceptable to Northwest licensed to do business in the State of Illinois, and acceptable to Northwest National Bank of Chicago and the holder of the Note.

## **UNOFFICIAL COPY**

Page 2

Proberty of Cook County Clerk's Office

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. CHICA	GO TITLE AND TRUS COMPANY,  Trustee.  Assistant Secretary Assistant Vice President
MAIL TO:  NORTHWEST NATIONAL BANK OF CHICA 3985 MILWAUKEE AVENUE CHICAGO, ILLINOIS 60641 ATTENTION: REAL ESTATE LOAN DEE PLACE IN RECORDER'S OFFICE BOX NUMBER	PARTMENT	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  26206408

END OF RECORDED DOCUMENT