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TRUST DEED

26217972

THIS INSTRUMENT, made as of the First day of July, 1981, between PRAIRIE STATES PETROLEUM CO INC., a corporation and BASIL ELIAS and SARAH ELIAS, all jointly and severally collectively herein referred to as "Mortgagor," and BANK OF COMMERCE & INDUSTRY doing business in Chicago Illinois, herein referred to as TRUSTEE, witnesseth:

THAT WHEREAS, the Mortgagor is: justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to the order of BANK OF COMMERCE & INDUSTRY and executed and delivered to Trustee by Mortgagor, in and by which said Note the Mortgagor promises to pay the said principal sum and interest, to the BANK OF COMMERCE & INDUSTRY on the terms stated in the aforesaid Instalment Note until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of June, 1991, in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of BANK OF COMMERCE & INDUSTRY in said City of Chicago.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein situate, lying and being in various counties in the State of Illinois.

DEM
ACCEPTANCE

SEE "BIT" "D"

This document prepared by:
PAFOLD J. GREEN
177 West Washington
Chicago Illinois 60602

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter placed on or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages plus Exhibits "1" and "2" incorporated herein. 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 mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagor the day and year first above written.
x Basil Elias (SEAL)
x Sarah Elias (SEAL)
PRAIRIE STATES PETROLEUM CO INC. Corp.
BY: [Signature] President
BY: [Signature] Secretary

STATE OF ILLINOIS
COUNTY OF COOK
I, Gerald K. K. Notary Public in and for said County, in the State Aforesaid, DO HEREBY CERTIFY that BASIL ELIAS is personally known to me and is Basilius Elias known to me to be the President of the PRAIRIE STATES PETROLEUM CO., a Corp., and Sarah Elias is personally known to me as the Secretary of said Corporation, and personally known to be Sarah Elias whose names are subscribed to the foregoing instrument, appeared before me Basilius Elias & severally acknowledged that as such President & Secretary they signed of said instrument as Pres. & Secretary of said Corporation, & caused the corporate seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corp. & their free & voluntary act and as the free & voluntary act of said Corp. & as provided in the instrument and as provided therein set forth. GIVEN UNDER MY HAND AND SEAL OF THIS COUNTY OF COOK, ILLINOIS, on this 1st day of July, 1981.
Gerald K. K. Notary Public

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

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any building, 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 incumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection 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 ordinance.
- 2. Mortgagors 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms 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 conformity satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or to 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 herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form or 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 or pay any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in affecting said premises or in connection with or settlement of any tax lien or other prior lien or title or claim thereof, or redemption from any tax sale or foreclosure or in this Trust Deed or otherwise, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of per annum. 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 Mortgagors.
- 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 an appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereof.
- 6. Mortgagors 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 Mortgagors, 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 installment 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 Mortgagors herein contained.
- 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, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of Trustee or holders of the note for attorney's 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 the rate of seven per cent per annum, 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 suit or proceeding which might affect the premises or 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 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 and 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 Mortgagors, their heirs, legal representatives or assigns, 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 premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors 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 Mortgagors, 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: (1) 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; (2) the deficiency in case of a 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 accept thereon to 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 his 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 presentation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in all respects with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers 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 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 accepted by the persons herein designated as makers thereof.
- 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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.
- 16. First Party hereby waives any and all rights of redemption from sale under any order or decree foreclosing this Trust Deed.
- 17. Trustee shall be paid a fee of \$300.00 for the release deed it executed releasing any single parcel of real estate described herein from the lien of this Trust Deed.

26217972

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Bank of Commerce & Industry BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 810107-5
BANK OF COMMERCE & INDUSTRY
By *[Signature]* Trustee
Asst. Trust Officer / Asst. Sec'y / Asst. Vice Pres.

MAIL TO: HAROLD J. GREEN
77 WEST WASHINGTON STREET
SUITE 1211
CHICAGO, IL 60602



FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
4700 W. BELMONT - CHICAGO
2912 W. 159th MARKHAM

PLACE IN RECORDER'S OFFICE BOX NUMBER

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EXHIBIT D

LOTS 21, 22, 23 AND 24 (EXCEPT THE WEST 13.61 FEET) IN BLOCK 10, IN WOODBURY'S ADDITION TO IRVING PARK, BEING A SUBDIVISION OF THE EAST 20 ACRES OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 100 FEET OF SAID 20 ACRES CONVEYED TO CHICAGO AND NORTH WESTERN RAILROAD COMPANY), IN CHICAGO, COOK COUNTY, ILLINOIS;

AND

THAT PART OF LOTS 21, 22, 23, 24 AND 25 IN BLOCK 12 IN CROESANT PARK MARKHAM EIGHTH ADDITION IN THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 21, 7.80 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT AND RUNNING EASTERLY TO A POINT ON THE WEST LINE OF SAID LOT 24, WHICH IS 9.65 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 24, AND THENCE CONTINUING EASTERLY TO A POINT IN THE EAST LINE OF SAID LOT 25, AT A POINT 10 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 25, IN MARKHAM, COOK COUNTY, ILLINOIS;

26217972

1982 MAY 3 AM 9:31
COOK COUNTY ILLINOIS

RECORDED

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Property of Cook County Clerk's Office

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END OF RECORDED DOCUMENT