

AR 0041A/ID 9977A

27 049 792

TRUST DEED

THIS INDENTURE, made this 10th day of April, 1984,  
between MICHAEL A. GALLO and EMILY R. GALLO (collectively, the  
"Mortgagors") and FORD CITY BANK AND TRUST CO. (the "Trustee").

1800

W I T N E S S E T H:

THAT, WHEREAS, GALLO EQUIPMENT CO., an Illinois corporation  
("Debtor"), has concurrently herewith executed an Installment  
Note (the "Note") in the principal sum of TWO HUNDRED EIGHTY-FIVE  
THOUSAND FIVE HUNDRED SEVENTEEN AND 40/100 DOLLARS (\$285,517.40)  
made payable to the order of Trustee, a copy of said Note being  
attached hereto as Exhibit A, the terms and conditions of which  
are hereby incorporated by reference as if fully set forth in  
this Trust Deed; and

WHEREAS, it is a requirement of the loan from Trustee to  
Debtor that Mortgagors secure the obligations of Debtor to  
Trustee, evidenced by said Note, by a pledge of their rights,  
title and interest in and to certain real estate, legally de-  
scribed in Exhibit B attached hereto, situate, lying and being in  
the County of Cook and State of Illinois (hereinafter referred to  
as the "Premises").

NOW, THEREFORE, the Mortgagors, to secure the payment of the  
Note, the terms and conditions of which are hereby incorporated  
into this Trust Deed by reference, and all of the obligations  
and liabilities therein described, in accordance with the terms,  
provisions and limitations of the Note, this Trust Deed and any  
other document executed in accordance with the obligation hereby  
secured, and also in consideration of the loan to Debtor evi-  
denced by the Note and the sum of One Dollar (\$1.00) in hand paid,  
the receipt and sufficiency of which is hereby acknowledged, the  
Mortgagors do by these presents grant, remise, release, alien and  
convey unto Trustee, its successors and assigns the aforesaid  
Premises;

TOGETHER with all improvements, tenements, easements, fix-  
tures and appurtenances thereto belonging, and all rents, issues  
and profits thereof for so long and during all such times as the  
Mortgagors, their successors or assigns 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 therein 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), window treatments, floor  
coverings, stoves and water heaters. All of 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 or on the

69-37-019L

TAX NO. 2429-409-039

THIS INSTRUMENT PREPARED BY:

SCHWARTZ & FREEMAN  
SUITE 3400  
401 NORTH MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60611

MAIL TO:

SCHWARTZ & FREEMAN  
SUITE 3400  
401 NORTH MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60611  
ATTENTION: JEFFERY S. GEEN

Bot 333

27 049 792

UNOFFICIAL COPY

Premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the Premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of the Mortgagors, their successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may be damaged or destroyed; (2) 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; (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) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and upon written request, to furnish to Trustee or to holders of the Note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which the Mortgagors may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said Premises insured (which during construction shall include insurance in builders risk form) against loss or damage by fire, lightning or windstorm 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 to deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expire, to deliver renewal policies not less than ten (10) days prior to the respective dates of expiration; THEN Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore set forth 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 consent to 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 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 Note rate 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 of the provisions of this paragraph. It is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Premises, the holder of the certificate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises.

2. 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.

3. At the option of the holder of the Note and without further notice to the Mortgagors, their successors or assigns, 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 (i) ten (10) days after the date on which any payment of principal or interest is due and is unpaid; or (ii) if any other default occurs in the performance or observance of any term, agreement or condition contained in the Note, in this Trust Deed, in the Security Agreements described in the Note, or in any other instrument which at any time evidences or secures the indebtedness secured hereby and continues uncured for fifteen (15) days after written notice as to such non-monetary defaults; or (iii) if the right to foreclose this Trust Deed accrues to any Holder; or (iv) if any party liable on the Note, whether as maker, endorser, guarantor, surety or otherwise shall make an assignment for the benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a petition in bankruptcy or other similar proceeding under any law for relief of debtors shall be filed by or against any such party; or (v) if any representation or statement made or furnished to the holder of the Note proves to have been false in any material respect when made or furnished.

4. 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 by or on behalf of Trustee or holders of the Note for reasonable 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, guarantee 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 Note rate 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) following fifteen (15) day written notice by Trustee to Mortgagors preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

5. 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 Mortgagors, its legal representatives or assigns, as their rights may appear.

6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 time when Mortgagors, their successors or assigns, 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 for 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.

7. This Trust Deed also secures the payment of all loan commissions, service charges, expenses and advances to or incurred by Trustee in connection with the loan transaction intended to be secured hereby, all in accordance with the Loan Commitment issued to and accepted by Mortgagors in connection with the loan secured hereby.

8. 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.

9. The Mortgagors further covenant and agree to deposit with FORD CITY BANK AND TRUST CO., or such other depository as may be from time to time designated in writing by the holder of said Note, on the respective dates when the monthly installments are payable under said Note, an amount equal to one-twelfth (1/12) of the annual real estate taxes levied against the Premises and one-twelfth (1/12) of the annual premiums for fire, rental value, and other hazard insurance required to be carried hereunder, all as estimated by FORD CITY BANK AND TRUST CO., or the

holder of the Note, and in the event such monies are insufficient therefor, to pay the difference forthwith hereunder. The FORD CITY BANK AND TRUST CO. and the holders of the Note, and each of them, are authorized to apply such monies in payment of such taxes and insurance premiums as same become due, so long as the Mortgagors is not in default under the Note or any provision hereof, otherwise to apply same in payment of any obligation of Mortgagors under the Note or this Trust Deed. The FORD CITY BANK AND TRUST CO. shall not be required to inquire into the validity or correctness of any of said items before making payment of same or to advance monies therefor, nor shall they or either of them incur any personal liability for anything done or omitted to be done hereunder.

10. Trustee has no duty to examine the title, location, existence, or condition of the Premises, 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.

11. 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 a certificate of identification purporting to be executed 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 Mortgagors; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as 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 Mortgagors.

12. Trustee may resign by instrument in writing filed in the Office of the Recorder and/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.

13. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the real estate given as security for the Note referenced above. In addition, if the subject property is sold under Articles of Agreement for Deed by the present title holders, all sums due and owing hereunder shall become immediately due and payable.

14. Any provision of this Trust Deed which is unenforceable in the state in which this Trust Deed is recorded or registered or is invalid or contrary to the law of such state or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective according to the tenor of this Trust Deed, the same as though no such invalid portion had ever been included herein.

IN WITNESS WHEREOF, MICHAEL A. GALLO and EMILY R. GALLO have executed this Trust Deed on the day and year first above written.

*Michael A. Gallo*  
MICHAEL A. GALLO

*Emily R. Gallo*  
EMILY/R. GALLO

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK     )

I, *Roreen Laskey*, a Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY that MICHAEL A. GALLO and EMILY R. GALLO, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13<sup>th</sup> day of April, 1984.

*Roreen Laskey*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ILLINOIS, 19  
~~MY COMMISSION EXP. JULY 18, 1987~~  
ISSUED THRU ILL. NOTARY ASSOC.

UNOFFICIAL COPY

AR 0041A/ID 9979A

EXHIBIT A

INSTALLMENT NOTE

\$285,517.40

Chicago, Illinois

April 10, 1984

FOR VALUED RECEIVED, the undersigned, GALLO EQUIPMENT CO. ("Maker") an Illinois corporation, promises to pay to the order of FORD CITY BANK AND TRUST CO. ("Bank"), at the office of Bank in Chicago, Illinois, the principal sum of TWO HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED SEVENTEEN AND 40/100 DOLLARS (\$285,517.40), together with interest thereon at an annual rate (the "Interest Rate") of one and one half (1½) percent in excess of the announced prime lending rate (the "Prime Rate") of Bank. Such Interest Rate shall (i) change on the same day as any change in the Prime Rate; (ii) be computed on the basis of a year consisting of 360 days; (iii) be charged for the actual number of days within the period for which interest is being charged; and (iv) be charged only on the principal balance from time to time outstanding.

Principal and interest shall be paid to Bank in the following manner:

(a) Equal monthly payments of principal in the amount of FIVE THOUSAND NINE HUNDRED FORTY-EIGHT AND 28/100 DOLLARS (\$5,948.28) commencing on May 10, 1984 and continuing on the 10th day of each month thereafter for forty-eight (48) consecutive months until the entire principal balance has been paid, together with;

(b) Monthly payments of interest at the Interest Rate described above on the due date of each principal payment.

AFTER DEFAULT AND/OR AFTER MATURITY, stated or accelerated, this Note shall bear interest at the rate of four percent (4%) in excess of the Prime Rate. Delinquent interest shall be calculated on the entire unpaid principal balance.

ALL PAYMENTS on account of the indebtedness evidenced by this Note shall be first applied to interest accrued on the unpaid principal balance and the remainder to principal.

ALL PAYMENTS on this Note are to be made at such banking house or trust company in Chicago, Illinois as the legal holder of this Note ("Holder") may, from time to time, in writing appoint, and in the absence of such appointment, then at the main banking premises of the FORD CITY BANK AND TRUST CO., in Chicago, Illinois.

The use of the term "Prime Rate" herein is not intended nor does it imply that such rate of interest is a preferred rate of interest or one which is offered by FORD CITY BANK AND TRUST CO. to its most creditworthy customers.

THE PAYMENT OF THIS NOTE IS SECURED BY A TRUST DEED, executed by MICHAEL A. GALLO and EMILY R. GALLO, bearing even date herewith, on real estate in the County of Cook, State of Illinois, legally described on Exhibit A attached hereto, and by a SECURITY AGREEMENT pledging Inventory and Accounts Receivable

THIS INSTRUMENT PREPARED BY:

SCHWARTZ & FREEMAN  
JEFFERY S. GEEN  
SUITE 3400  
401 NORTH MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60611

27 049 792

of Maker and a CHATEL MORTGAGE pledging equipment of Maker (hereinafter collectively referred to as the "Security Agreements") each executed by Maker and each bearing even date herewith. It is expressly agreed that all of the covenants, conditions and agreements contained in said Trust Deed and/or Security Agreements and any loan or security agreement between the Maker and FORD CITY BANK AND TRUST CO. are hereby made a part of this Note as if fully set forth herein. It is hereby expressly agreed by the Maker that time is of the essence hereof and that this Note will be considered in default: (i) upon any default or breach or violation of any provision or condition under the terms of the Trust Deed and/or Security Agreements securing this Note, and failure to cure within any applicable cure period or (ii) upon any default or breach or violation and failure to cure within any applicable time period, if any, of any provision or condition under any other loan or security agreement executed by Maker, or (iii) upon failure to pay interest or principal as required herein within the time period provided herein, or (iv) upon failure to cure a default or breach or violation of any covenant or condition in any agreement or obligation secured by a security interest prior to the security interest given to Bank by the Maker hereof. A waiver of one event of default shall not be construed as continuing or as a bar to or waiver of such right, remedy or power on a subsequent event of default.

If this Note is placed in the hands of an attorney for collection by civil action or otherwise, or to enforce its collection or to protect any security for its payment, the undersigned shall pay all costs of collection and litigation together with reasonable attorneys' fees.

The Maker hereby waives presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and agrees that the Holder may from time to time extend or renew this Note for any period (whether or not longer than the original period of the Note) and grant any releases, compromises or indulgences with respect to this Note or any extension or renewal thereof or any security therefore or to any party liable thereunder or hereunder; all without notice to or consent of the Maker and without affecting the liability of the Maker hereunder.

To further secure payment hereof, the Maker irrevocably authorizes any attorney of any Court of record to appear for the undersigned, in term time or vacation, at any time and from time to time after payment is due, whether by acceleration or otherwise, and confess a judgment, without process, in favor of the Bank against the undersigned for such amount as may be unpaid hereunder, together with costs of such proceeding and reasonable attorney's fees, and waives and releases all errors which may intervene in any such proceeding and consents to immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

No delay on the part of the Holder in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Holder of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Note has been delivered at Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by and/or invalid or unenforceable under applicable



UNOFFICIAL COPY

law, such provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating the remainder of such provision or any other provision of this Note.

The rights, remedies and powers of Holder, as provided in this Note, in the Trust Deed and/or Security Agreements, and in any or all other security documents given at any time to secure the payment of this Note, are cumulative and concurrent, and may be pursued singly, successively or together against Maker, the property described in the Trust Deed, the guarantor or guarantors hereof, and any other security given at any time to secure the payment of this Note, all at the sole discretion of Holder.

GALLO EQUIPMENT CO.

By: Michael A Gallo  
Its: Pres.

ATTEST:

By: Michael A Gallo  
Its: Sec.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1988 APR 18 PM 12:59

27 049 792  
RECORDED OF DEEDS  
27049792

UNOFFICIAL COPY

EXHIBIT B

LOT 86 IN CHIPPEWA RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

27 049 792

END OF RECORDED DOCUMENT