

GEORGE E. COLE, LEGAL FORMS

FORM NO. 2202 April, 1980

TRUST DEED SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

27 300 042

THIS INDENTURE WITNESSETH, That the undersigned, MATHIAS AND KATHERINE BERENZ, his wife (hereinafter called the Grantor), of 2619 Sunnyside Street, Chicago, Illinois

for and in consideration of the sum of (\$10.00) Dollars

in and to CONVEY AND WARRANT to DEVON, an Illinois banking corporation, 6445 N. Western Avenue, Chicago, IL



as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of COOK and State of Illinois, to-wit:

WEST 5/6 OF LOT 6 AND THE EAST 2/3 OF LOT 7 IN BLOCK 20 IN RAVENSWOOD SPADENS A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHEAST OF SANITARY DISTRICT RIGHT OF WAY IN THE RIGHT OF WAY OF NORTHWESTERN ELEVATED RAILROAD IN CHICAGO IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights under and benefit of the homestead exemption laws of the State of Illinois.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon a Guarantee, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

COOK COUNTY, ILLINOIS FILED FOR RECORD 1984 OCT 18 PM 2:45

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Guarantee

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said Guarantee provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12% per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 12% per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness were then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of said premises.

The name of a record owner is MATHIAS AND KATHERINE BERENZ

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, then Richard A. Lounny of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to

Witness the hand and seal of the Grantor this 12th day of OCTOBER, 1984

Mathias Berenz (SEAL)

Please print or type name(s) below signature(s)

Katherine Berenz (SEAL)

This instrument was prepared by ERNEST D. SIMON, 180 N. LaSalle Street, Chicago, IL (NAME AND ADDRESS)

RETURN TO BOX 361

27 300 042

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, EDWARD E. YALOWITZ, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that MATHIAS AND KATHERINE BERENZ

personally known to me to be the same person(s) whose name(s) who subscribed to the foregoing instrument, appeared before me this 12th day of October, 1984 and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 12th day of October, 1984

(Impress Seal Here)

Edward E. Yalowitz
Notary Public

Commission Expires MARCH 27, 1985

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BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE®
LEGAL FORMS

9-25-84
#14358
D-143

GUARANTY

On September 28, 1984, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust Agreement dated August 15, 1984 and known as Trust No. 61953 ("Debtor"), and DEVON BANK, an Illinois banking corporation ("Bank") entered into a Land Purchase and Construction Loan Agreement ("Agreement") wherein Debtor borrowed certain funds from Bank ("Loan").

As evidence of the Loan, Debtor issued its Note, in the principal amount of One Million Forty Thousand Dollars (\$1,040,000.00) payable to Bank ("Note").

Woodmere Partnership, an Illinois general partnership, is beneficiary of Debtor and Stanley E. Samuels and Mathias Berenz are the sole beneficiaries thereof.

Stanley E. Samuels and Mathias Berenz ("Guarantors") have agreed to guarantee the One Million Forty Thousand Dollars (\$1,040,000.00) due on the Note as well as all of the Debtor's obligations under the Agreement (collectively "Indebtedness").

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the Loan Guarantors hereby guarantee the full and prompt payment to Bank at maturity, whether by acceleration

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or otherwise, and at all times thereafter of the Indebtedness; and of the Guarantors obligations as described in paragraph 3.5 of the Agreement and Guarantors further agree to pay all expenses, legal and/or otherwise, including court costs and attorneys' fees paid or incurred by Bank in enforcing this Guaranty.

Bank shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made toward the Indebtedness.

This Guaranty shall be a continuing, absolute and unconditional Guaranty, and shall remain in full force and effect until all of the Indebtedness shall be fully paid.

The liability hereunder shall not be affected or impaired by, and Bank is hereby expressly authorized to make from time to time, and without notice to anyone, any sale, pledge, surrender, compromise, release, renewal, extension, modification or other disposition of or with respect to any of the Indebtedness or any security or collateral therefor; and such liability shall not be affected or impaired by any acceptance by Bank of any security for, or other guarantors of, any of the Indebtedness, or by any forbearance or indulgence by Bank in the collection of, or any failure, neglect or omission on Bank's part to realize upon any of said indebtedness, liabilities and

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obligations, or upon any collateral or security for any of said indebtedness or perfect a lien or security interest therein or upon any collateral or security therefor, or to enforce any lien upon or right of appropriation of any money, credits or property of Debtor in the possession of Bank, or by any application of payments or credits on the Indebtedness.

In order to hold Guarantors liable hereunder and to enforce this Guaranty, there shall be no obligation on the part of Bank at any time to resort for payment to Debtor, or to any other guarantor, or to any collateral, security, liens or other rights or remedies of Bank in respect to the Indebtedness or any part thereof.

All diligence in collection, and all presentment for payment, demand, protest and/or notice, as to any and every one, of dishonor, default or non-payment, and notice of the creation and existence of any and all of the Indebtedness, and of any security therefor, and of the acceptance of this Guaranty, are hereby expressly waived.

The granting of additional credit from time to time by Bank to Debtor without notice to Guarantors is hereby expressly authorized and shall not affect or impair this Guaranty.

The payment by Guarantors of any amount pursuant to this

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Guaranty shall not in any way entitle Guarantors to any right, title or interest, whether by way of subrogation or otherwise, in or to any of the Indebtedness, or any proceeds thereof, or any security therefor, until payment in full of all amounts owing from Debtor to Bank.

Any and all moneys, credits or other property belonging to Guarantors in the possession or under the control of Bank may, without notice and opportunity to be heard, be appropriated and applied against the liability of Guarantors hereunder.

Should a bona fide claim ("Recovery Claim") be made upon Bank by a person not affiliated with Bank at any time for recovery of any amount received by Bank in payment of the Indebtedness, whether received from Debtor, Guarantors pursuant hereto, or otherwise, and should Bank repay all or part of said amount by reason of (i) any judgment, decree, or order of any court or administrative body having jurisdiction over Bank or any of its property; or (ii) any settlement or compromise of any such Recovery Claim effected by Bank with the claimant, including Debtor, Guarantors shall remain liable to Bank for the amount so repaid to the same extent as if such amount had never originally been received by Bank, notwithstanding any termination hereof or the cancellation of any note or other instrument evidencing any of the Indebtedness.

In the event Bank shall sell, assign or transfer the

... Indebtedness, or any part thereof, each and every immediate and successive assignee, transferee or holder of all or any part of the Indebtedness shall have the right to enforce this Guaranty by suit, or otherwise for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits; but Bank shall have an unimpaired right to enforce this Guaranty for Bank's benefit as to so much of the Indebtedness as it has not sold, assigned or transferred. This Guaranty shall be construed and enforced in accordance with and governed and interpreted by the laws of the State of Illinois, in which State it shall be performed by Guarantors and any action commenced relative to any of the provisions hereof shall have as its venue the County of Cook, Illinois.

This Guaranty, and each and every part hereof, shall be binding upon the Guarantors, jointly and severally and upon the heirs, legal representatives, successors and assigns of the Guarantors, and of each of them, respectively, and shall inure to the benefit of the Bank, its successors, legal representatives and assigns.

SIGNED AND SEALED by the Guarantors, at Chicago, Illinois, this 28th day of September, 1984.


STANLEY E. SAMUELS


MATHIAS BERENZ

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