

TRUST DEED

(Trust Deed Form T-3)
REV 6-81

-85-294334

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made September 9, 1985, between LaSalle National Bank
an association organized under the laws of the United States of America, not personally but as Trustee under the provisions
of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated
September 29, 1983 and known as trust number 101370, herein referred to as "First Party," and
Albany Bank and Trust Company N.A.,
an Illinois corporation herein referred to as TRUSTEE, witnesseth.
THAT WHEREAS ~~First Party~~ ^{A & C, Inc.} has concurrently herewith executed an installment note bearing even date herewith in
the Principal Sum of Eight Hundred Thousand and 00/100-----
-----Dollars,

made payable to ~~HEARER~~ ^{A & C, Inc.} ALBANY BANK AND TRUST COMPANY N.A.
and delivered, in and by which said Note ~~the First Party~~ ^{A & C, Inc.} promises to pay out of that portion of the trust estate subject to
~~said Trust Agreement and hereto specifically described~~, the said principal sum and interest from Disbursement
on the balance of principal remaining from time to time unpaid at the rate of
Albany /Bank Prime rate, as it changes from time to time
per cent per annum in installments as follows:

Per Various Notes DEPT-01 RECORDING \$11.00
T#1111 TRAN 5054 11/22/85 14:26:00
#8101 # 4 * -85-294334

Dollars on the _____ day of _____ 19____ and
Dollars on the _____ day of _____ 19____
All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal
balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear
interest after maturity at the ~~Contract~~ ^{Contract} rate per annum, and all of said principal and interest being made payable at
such banking house or trust company 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 Albany Bank and Trust Company N.A.,
3400 West Lawrence Ave., Chicago, Illinois 60625 in said City.

This loan is payable in full at the end of _____ years. At maturity or if The Holder of the Note demands
payment you must repay the entire principal balance of the loan and unpaid interest then due. The Holder of the
Note is under no obligation to ~~refinance~~ the loan at that time. You will therefore be required to make payment
out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market
rates, which may be considerably higher than the interest rate on this loan.
A late charge in the amount of \$ _____ of this monthly payment due hereunder will be assessed for any payment
made more than 15 days after the due date.

NOW BEING THE PART OF THE TRUSTEE, I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE TRUSTEE
AND IS NOT THE PROPERTY OF ANY OTHER PERSON OR ENTITY.
Cook
10-16-217-063-0000
Lot Nineteen (except the East Eight (8) feet thereof--- (19)
All of Lot Twenty-----10-16-217-036-0000----- (20)
All of Lot Twenty One-----10-16-217-035-0000----- (21)
All of Lot Twenty Two-----10-16-217-034-0000----- (22)

In Block Four (4) in Oliver Salinger & Co.'s "L" Terminal Subdivision being a Subdivision
of the East Quarter (1/4) of the West Half (1/2) of the Northeast Quarter (1/4) of Section 16,
Township 41 North, Range 13, East of the Third Principal Meridian, (excepting from said
East Quarter (1/4) that part thereof lying West of the East 20 acres of the West half (1/2)
of the Northeast Quarter (1/4) aforesaid.
Commonly known as - 5014 West Church Street, Skokie, Illinois
Permanent Index Number -

This Trust Deed shall also secure any extensions, renewals, modifications of said notes
and shall also secure any and all notes executed by A & C, Inc. whether existing or hereafter
executed.

THIS TRUST DEED IS SUBJECT TO THE PROVISIONS OF THE TRUST AGREEMENT DATED SEPTEMBER 29, 1983, AND THE INSTALLMENT NOTE DATED SEPTEMBER 9, 1985, BOTH OF WHICH ARE HEREBY REFERRED TO AS "THE NOTES". THE TRUSTEE SHALL BE BOUND BY THE TERMS OF THE NOTES AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE TRUST ESTATE OR TO THE PROPERTY OF THE TRUSTEE OR TO ANY OTHER PERSON OR ENTITY. THE TRUSTEE SHALL NOT BE RESPONSIBLE FOR ANY TAXES OR FEES INCURRED BY THE TRUSTEE OR BY ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE TRUST DEED OR THE NOTES. THE TRUSTEE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE TRUST ESTATE OR TO THE PROPERTY OF THE TRUSTEE OR TO ANY OTHER PERSON OR ENTITY. THE TRUSTEE SHALL NOT BE RESPONSIBLE FOR ANY TAXES OR FEES INCURRED BY THE TRUSTEE OR BY ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE TRUST DEED OR THE NOTES.

D NAME Albany Bank & Trust Co. N.A.
E STREET 3400 West Lawrence Ave.
L CITY Chicago, Illinois 60625
V
E
R
Y INSTRUCTIONS OR Box 35
RECORDER'S OFFICE BOX NUMBER

11.00

OR RECORDER'S INDEX NUMBER
SERIAL NUMBER ADDRESS ABOVE
DESCRIBED PROPERTY HERE
5014 West Church St
Skokie, Illinois

Prepared By: Gary A. ...
Address: 3400 W. Lawrence Avenue, Chicago, Ill. 60625

Albany Bank Prime Rate + 4%

-85-294334

UNOFFICIAL COPY

to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration, then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore 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 bonds 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 mortgage 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 highest lawful rate per annum. Election of Trustee or holders of the note shall never be construed as a waiver of any right accruing to them or to any of the provisions of this instrument.

2. The Trustee or the holders of the note hereby authorized 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 holders of the note and without notice to First Party, its 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 (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days said option to be exercised any time after the expiration of said three day period.

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 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 in evidence to holders 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 highest lawful 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 foreclosure whether or not actually commenced; or (c) 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, an 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 amount in excess of the above to be paid to the holder of the note or its successors or assigns.

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 for the redemption of such premises, and in the event of a sale and a deficiency, to collect such rents, issues and profits, and all other powers which may be necessary or are used in such cases for the protection, preservation, 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 debt; provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. 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. Trustee has no duty to disclose 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 to any extent expressly limited by the terms hereof, nor shall Trustee be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.

8. 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 securing 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 First Party; 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 First Party.

9. 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 Trustee. Any Successor Trustee hereunder shall have the same powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

10. For prepayment privilege, see Note hereby secured.

11. In addition to payments to principal and interest hereinabove provided, the Mortgagors shall pay each month to the holder or holders of said Note, 1/12th of the annual general real estate taxes assessed or to be assessed against said premises.

12. The mortgagors are prohibited from selling, conveying, assigning, or otherwise disposing of their beneficial interest in and to, entering into Articles of Agreement for the sale of, leasing, renting, or in any manner transferring title to the mortgaged premises without the prior written consent of the mortgagee. Failure to obtain prior written consent shall constitute a default hereunder entitling the mortgagee to declare the whole of the debt immediately due and payable.

13. The holders of the Note secured by this Trust Deed, at their sole option, reserve the right to amend, modify or renew the Note secured hereby at any time and from time to time. This Trust Deed shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions of any change in the rate of interest shall not impose in any manner the liability of promisor of this Trust Deed on release the Mortgagors from personal liability for the indebtedness hereby secured. In the event of any extensions, modifications or renewals, extension agreements shall not be necessary and need not be filed.

14. Mortgagors agree that until said Note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors to the holders of the Note, hereinafter hereof incurred, and without regard to the nature thereof, shall have been paid in full, Mortgagors will not, without the prior written consent of the holders of the Note, create or permit any lien or other encumbrance (other than presently existing liens and liens secured by the payment of loans and advances made to them by the holders of the Note) to exist on said real estate, or (ii) transfer, sell, convey or in any manner dispose of said real estate.

15. The real estate described herein shall secure the obligations and shall also secure any other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Mortgagor or Mortgagee or its successors and assigns, provided, however, that in no event shall this Trust Deed secure the indebtedness of the Mortgagee to the Mortgagee in an amount exceeding \$2,000,000.00.

16. The Mortgagors hereby waive any and all rights of redemption from sale under any order or decree of foreclosure pursuant to rights herein granted on behalf of the Mortgagee, the Trust Estate, and all persons beneficially interested therein and each and every person acquiring any title, or a title to the premises described herein subsequent to the date of this mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 77, Section 18-B of the Illinois Statutes.

The undersigned will not transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate his (its) right, title or interest in and to the premises described herein without first obtaining the written consent of the holder of the Note secured by this Trust Deed.

LaSalle National Bank

THIS TRUST DEED is executed by ~~Albany Bank and Trust Company, N.A.~~ not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said ~~Albany Bank and Trust Company, N.A.~~ hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said ~~Albany Bank and Trust Company, N.A.~~ personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said ~~Albany Bank and Trust Company, N.A.~~ personally are concerned the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment hereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the grantor, if any.

IN WITNESS WHEREOF, ~~Albany Bank and Trust Company, N.A.~~ not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President/Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

LaSALLE NATIONAL BANK As Trustee as aforesaid and not personally.
 By *[Signature]* VICE-PRESIDENT/TRUST OFFICER
 Attest *[Signature]* ASSISTANT CASHIER

LaSalle National Bank

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the above named Vice-President/Trust Officer and Assistant Cashier of ~~Albany Bank and Trust Company, N.A.~~, 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 and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use and purposes therein set forth, and the said Assistant Cashier then and there acknowledged that said Assistant Cashier, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Cashier's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS } SS.
 COUNTY OF COOK }

Given under my hand and Notarial Seal this 14th day of November 1985
[Signature]
 Notary Public

IMPORTANT
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____
 Trustee

85-294334