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THIS INDENTURE, made December 28, 1984, between ISAAC HELLER and HELAINE HELLER, with offices at 205 Mill Road, Edison, New Jersey, 08817, herein referred to as "Mortgagor" and William M. Culver c/o First Fidelity Bank, N.A. of New Jersey, 550 Broad Street, Newark, New Jersey herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder of the Note hereinafter described, said legal holder or holders being referred to as holders of the note, in the principal sum of *TEN MILLION DOLLARS, evidenced by one Loan Agreement and Mortgage Note (note) of the Mortgagor of even date herewith, made payable TO THE ORDER OF First Fidelity Bank, N.A., of New Jersey and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and accrued interest thereon as more fully provided therein, at the offices of First Fidelity Bank, N.A., of New Jersey, 550 Broad Street, Newark, New Jersey, 07102.

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Bridgeview, County of Cook, and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof,

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, if any, and all rents, issues and profits thereof for so long and during all such times as Mortgagor 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), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, 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 on the premises by the mortgagor or its 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. This trust deed consists of 7 pages. The covenants, conditions and provisions appearing on pages 3-7 are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

85323359

*an amount not to exceed

**belonging to Mortgagor

Prepared by:
Wm. M. Culver
First Fidelity Bank
550 Broad Street
Newark, NJ

P.I.# 11-25-313-010
11-25-105-018
-017
012
11-25-313-008

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Vacant Land
on S. 7th Ave.
@ 45th St.
Bridgeview

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In Witness Whereof said mortgagor has caused these presents to be signed on the day and year first above written.

Isaac Heller
ISAAC HELLER

Helaine Heller
HELAINÉ HELLER

STATE OF NEW JERSEY:
COUNTY OF MIDDLESEX: ss

I, Ellen M. Carpenter, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Isaac Heller and Helaine Heller, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

GIVEN under my hand and Notarial Seal this 20th day of December, 1984.

Ellen M. Carpenter
ELLEN M. CARPENTER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 20, 1987

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NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct 30, 2025
ELLEN M. BARBERIS

20250829

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1:

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 not 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 lien hereof, and upon a 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. Construction of buildings shall not be deemed a material alteration.
2. Mortgagor 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 upon request 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 Mortgagor may desire to contest.
3. Mortgagor shall keep all buildings and improvements, if any, now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and 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 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 reasonably 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 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. Certificates of insurance may be delivered in lieu of policies.
4. In case of default therein, 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 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 claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this _____ day of _____, 19__.

Clerk of Cook County

Notary Public

Witness

Witness

Witness

Witness

Witness

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waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized 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.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the note. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall become due and payable (a) upon 30 days default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for a period of 30 days after written notice of same from Trustee or the holders of the note in the performance of any other agreement of the Mortgagor 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 reasonable 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, 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 a rate equivalent to the post maturity rate set forth in the note secured by this trust deed, if any, otherwise the prematurity 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, claimant or defendant, by reason of this trust deed or any 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 threatened 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 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 Mortgagor, its successors or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose the

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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 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 occupied as a homestead or not and ~~application for such receiver shall be made with the court in which the bill is filed and the court in which the bill is filed shall have the right to appoint a receiver of the premises and the trustee hereunder may be appointed as such receiver.~~ 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 Mortgagor, 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. The Court from time to time may authorize the receiver to apply the net income in his hands in payment on 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 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 of 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 indebtedness hereby secured marked "paid" by First Fidelity Bank, N.A., of New Jersey or its successor in interest or accompanied by the written certification of First Fidelity Bank, N.A., of New Jersey, or its successor in interest that said note has been paid and satisfied.

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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, whether or not such persons shall have executed the note

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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 and any modifications, extensions or substitutions of same.

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 provision of this trust deed. The provision of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

18. The note for which this Deed of Trust is given as security provides for mandatory periodic advances of principal by First Fidelity Bank, N.A., of New Jersey ("Bank") and periodic repayments of principal to Bank. In consideration of Bank's agreeing to waive its requirement that a title search be conducted in conjunction with each such advance, Mortgagor hereby agrees that he will immediately notify Bank, in writing, of each and every judgment, claim or notice of which he has knowledge, which judgment, claim or notice may affect the validity of the first mortgage lien created hereby.

19. This Deed of Trust is made without personal liability to Mortgagor except that Bank may obtain satisfaction and payment of the debt evidenced hereby or any claim arising hereunder or under said Note, against the mortgagor's interest in and to any of the premises shown on Exhibit "A" attached hereto and made a part hereof, the properties listed on Exhibit "B" to the Note, and the collateral serving as security for the Loan Agreement (as defined in the Note), but not from any other property, real or personal, of Mortgagor.

20. Helaine Heller joins in the execution of this Deed of Trust solely to submit her interest, if any, in the premises to the lien of this Deed of Trust.

21. To the extent permitted by law and subject to the notice provisions as set forth in the Note, Mortgagor agrees that it shall be in default of this Deed of Trust entitling Trustee to foreclose and exercise its rights hereunder:

- a. In the event that any representation or warranty made by the Mortgagor in this Mortgage, in the Note, in the Mortgage Loan Application, or in any other writing used in connection herewith, shall have been inaccurate in any substantial and material respect.
- b. Mortgagor shall have applied for or consented to the appointment of a receiver, trustee or liquidator of all or a substantial part of his assets; admitted in writing his ability to pay his debts as they mature; made a general assignment for the benefit of creditors; been adjudicated a bankrupt or insolvent; or filed a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors to take advantage of any insolvency law, or any answer admitting the material allegations of a petition in any bankruptcy, reorganization or insolvency proceeding; or if a corporation, taken corporate action or the purpose of effecting any of the foregoing; or an order, judgment or decree shall have been entered, without the application, approval or consent of Mortgagor by any Court of competent jurisdiction approving a petition seeking reorganization of Mortgagor,

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- appointing a receiver, trustee or liquidator of Mortgagor, or a substantial part of his assets and such order, judgment or decree shall have continued unstayed and in effect for any period of forty-five (45) consecutive days; or a petition in bankruptcy shall have been filed against Mortgagor and shall not have been dismissed for a period of thirty (30) consecutive days.
- c. In the event of subsequent encumbrance of or any change in the ownership of the premises or, if Mortgagor be a corporation, the sale of a substantial part of the stock of Mortgagor to anyone not presently a stockholder, without the prior written consent of the holder of the note.
 - d. In the event that the Mortgagor shall have encumbered, mortgaged or given a security interest in any fixture or fixtures, or shall have, without the consent of the holder of the note, removed or replaced any fixtures.
 - e. In the event that default is made in any of the terms, covenants and conditions contained in any Deed of Trust constituting a lien upon the premises prior and superior to the lien hereof, or should proceedings be instituted for the foreclosure or collection of any Deed of Trust, judgment or lien prior to subordinate to the lien of this Deed of Trust, affecting the premises.
 - f. In the event that any insurance company authorized to do business in the State of Illinois by the Department of Insurance, shall refuse to insure said premises in the form of policy approved by the holder of the note, for a sum equal to the full insurable value of the improvements on the premises.
 - g. Mortgagor shall have caused or permitted a security interest, perfected or otherwise, other than the security interest specifically provided for or permitted hereunder, to be created in any collateral provided for hereby, or shall have failed to take any action requested by the Trustee or the holder of the note to perfect or protect the security interests provided for herein.

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EXHIBIT A TO DEED OF TRUST
ISAAC HELLER TO HELAINE HELLER
TO LAWYERS TITLE AND INSURANCE
CORPORATION, TRUSTEE

PARCEL 1-A

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE WEST 33 FEET OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, AT A POINT WHICH IS 308.68 FEET NORTH FROM THE SOUTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, AND RUNNING

THENCE NORTH ALONG THE EAST LINE OF THE WEST 33 FEET AFORESAID, A DISTANCE OF 272.14 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 2081.22 FEET OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25;

THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 2081.22 FEET AFORESAID, (BEING THE SOUTH LINE OF THE PROPERTY CONVEYED TO D. H. OVERMYER BY DEED DATED OCTOBER 17, 1955 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 16, 1966 AS DOCUMENT NUMBER 19768466), A DISTANCE OF 1238.24 FEET TO A POINT WHICH IS 20.00 FEET, MEASURED ALONG SAID SOUTH LINE, WEST FROM THE WEST LINE OF THE RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, (CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY), AS SAID WEST RIGHT OF WAY LINE WAS DEFINED IN CASE NUMBER 81202 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS;

THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, (BEING THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED TO SAID D. H. OVERMYER BY DEED DATED DECEMBER 19, 1966 AND RECORDED IN SAID RECORDER'S OFFICE ON JANUARY 26, 1967 AS DOCUMENT NUMBER 20852148), A DISTANCE OF 68.01 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE WHICH IS 65.00 FEET, MEASURED ALONG SAID WEST RIGHT OF WAY LINE, SOUTH FROM THE POINT OF INTERSECTION OF SAID WEST RIGHT OF WAY LINE WITH THE SOUTH LINE OF THE NORTH 2081.22 FEET AFORESAID;

THENCE SOUTH ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 410.11 FEET TO A POINT WHICH IS 105.22 FEET, MEASURED ALONG SAID WEST RIGHT OF WAY LINE, NORTH FROM THE SOUTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25.

THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 470.28 FEET, A DISTANCE OF 456.47 FEET TO A POINT WHICH IS 903.67 FEET EAST FROM THE WEST LINE AND 309.53 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE SOUTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25; AND

THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 870.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.3624 ACRES OF LAND, MORE OR LESS

PARCEL 2:

An Easement for ingress and egress for the benefit of Parcel 1A and other lands upon the following described Tract of land:

That part of the West 33 feet of the East Half of the Northwest Quarter of Section 25, Township 38 North, Range 12 East of the Third Principal Meridian lying South of the South line of 79th Street, and that part of the West 33 feet of the East Half of the Southwest Quarter of said Section 25 lying North of the North line of 79th Street as created by Deed from the Indiana Harbor Belt Railroad Company, a corporation of Indiana, to Third Bridgeview Corporation, a corporation of Illinois, dated March 27, 1970 and recorded April 2, 1970 as Document 21124895, all in Cook County, Illinois.

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DEPT-01 RECORDING \$18.00

TR1111 TRAM 3240 12/13/85 14.45.00

#5277 # 6 * 85-323359

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