) <u>"</u>	CAUTION Consult a tempter ballone using or acting under the form At manufacture, cachelong described below and former, are excluded.	45 86050834
	THIS INDENTURE, made January 31 1986.  between Midway Industries, Inc.	
7	7001 W. 66th Place Chicago Illinois  PIO AND STREET) (CITY) (STATE)  herein referred to as "Mortgagors," and Clearing Bank	1200 86050834
7 - 7 0	5235 W. 63rd Street Chicago Illinois  PRO AND STREET) (CITY) (STATE)  Recein referred to as "Trustee," witnesseth. That Whereas Mortgagors are justly undebted	The Above Space For Recorder's Use Only
200	to the legal holder of a principal prominory note, termed "Installment Nive," of even date become, executed by Mintgagors, washing payable and delivered, in and by which mite Mintgagors prince e. e. pay the principal sum of	ok from time to time authright the tate of the falls. The feel cells
F13(15/86	Dollars on the 1st diver March 19.86and \$3,500.00 (Inc. the 1st day of each are every month thereafter until said note is fully paid, except that if shall be due on the 1st day of Pebruary, 19.87all such payments on account of to accrued and unpaid interest on the sam of principal balance and the remainder to principal; the	to Int. )  Dollars on the final payment of principal and interest, if not sooner paid, of the indebtedness evidenced by said note to be applied first
	the extent not paid when due, to hear not set after the date for payment thereof, at the rate of made payable at <u>Clearing Bolik</u> holder of the note may, from time to time, a writing appoint, which note further provides that at it principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at case default shall occur in the payment, when due, of a ', installment of principal or interest in accordand continue for three days in the performance of any other agreement contained in this Trust Decapiration of said three days, without notice), and that a ' parties thereto severally waive present	or at such other place as the legal he election of the legal helder thereof and without notice, the once due and payable, at the place of payment aforesaid, in ordance with the terms thereof or in case default shall occur ed (in which event election may be made at any time after the
	PROBLET - MAGE DAYADIE TO CIEDITITY BUILD.  NOW THEREFORE, to recure the payment of the lawly many amount mones and interest abuse mentioned note and of this I must Deed, and the perfort and resolution of the concernation and agreement also in consideration of the sum of One Hollar in hand past, a receipt wherein is beechy ack WARRANT unto the Trustee, its or his successors and assign, the Floring described Real Estimate, fring and being in the Village of Bedfo. O Park COUNTY OF Country OF	us herein contained, by the Mortgagors is or pertorment, and non-fedged, Mortgagors by these presents CONVEY AND state and all of their estate, right, title and interest therein.
	· C	
	t 7001 w. 6 cth peace Chy. on 60035	
	Chy. De 60038	
	which, with the property heremafter described, is referred to herem as the "poemics," TOGETHER with all improvements, teacments, eatements, and appurtenances thereto belo during all such times as Mortgagers may be entitled thereto (which rents, issues and profits are placeondarily), and all fistures, apparatus, equipment or articles now or hereafter therem or thereo and air conditioning (whether single units or centrally controlled), and wentlation, including to assume, storm doors and windows, fisor concernes, mador beds, somes and water heaters. All mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings at articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part. TO HAVE AND TO HOLD the premises unto the and Trustee, its or his successors and assigned sort forth, free from all rights and benefits under and by sounce of the Homestead Exemption Mortgagors do hereby expressly release and wance.	tedged press; my sand on a parity with 1900 real estate and not or used to suspit hear, gas, water, light, power, refingeration without restricts; it like foregoing), screens, window shades, of the feregoing, are destated and agreed to be a part of the nd additions and all y mine; or other apparatus, equipment or of the mortgaged primates.
	The name of a record owner is: Michay Industries, Inc.  This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on herein by reference and hereby are made a part hereof the same as though they were here set successors and assigns.	page 2 (the reverse side of this 1'r and bend) are incorporated out in full and shall be hinding an Mortgagues, their beim,
	Witness the hands and seak of Mortgapers the day and year first above winten  MIDNAY INDUSTRIBS, INC., riscals  PLEASE PRINT OR  Ar Ehur, Strauss, Jan., President	(Scal)
	SOMETHINGS ATTEST: / Strauss, Sr., Secretary	ry Public, in and for the County ry Public, in and for the County rersonally known to se to be the ARIHUR J. STRAISS, SR., personally ry known to se to be the same nersons
	State of Illinois, County of Cook ss. I, the undersigned, a Mota and State aforesaid, DO HEREN CERTIFY, that AFTHUR J. STAUSS, JR President of HIDMAY INDUSTRIES, INC., an Illinois corporation, and known to se to be the Secretary of said corporation, and personall whose names are subscribed to the foregoing instrument, appeared b severally acknowledged that as such President and Secretary, they sent and caused the corporate seal of said corporation to be affix given by the Board of Directors of said corporation, as their free and voluntary act and deed of said corporation, for the uses and p	dean an this day in moreon and
	General under my hand and others seal, this 31st day of Communion expires 10-11 19.6 Communion expires	nuary Children 1986
,	The untrument was prepared byClearing_Bank/LPitrouski523  Must the untrument toClearing_Bank	ENZ 30
(	5235 M. 63rd Street Chicago	111 inois 60638 (20000)

BOX 333-CA-L

- THE FOLLOWING ARE THE COTENANTS, CONDITIONS AND PROVISIONS REFERRED TO OF PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM LEARN OF THE TRUST DEED WHICH SMERINS:

  1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, newer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest; in the manner provided by ent 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 and 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 physbled invited for 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 therein, 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 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 stall 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 are with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accr. og o them on account of any default hereunder on the payable without notice are with interest thereon at the rate of nine per cent per annum. Ina
- 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, tarment 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. Mortgagors shall pay act item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the process note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case derivate call occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby wared shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage leb. It any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure paid 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 indocumentary and expent evidence, stemographers' 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. Torsens certificates, and sin llar 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 of a content 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. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and psyable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection wit (v) any action, suit or proceeding, including but not limited to probate and bank ruptcy proceedings, to which either of them shall be a party, either as pais. It, chainant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceedings, including but not limited to probate and bank ruptcy proceedings, to which either of them shall be a party, either as pais. It, chainant or defendant, by reason of this Trust Deed or any indeb
- 8. The proceeds of any foreclosure sale of the premises shall be dis rib sted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including of such items as are mentioned in the proceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indebte are a additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining of all 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 complaint to foreclose this Trust Der, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, amount notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then visus 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 cale of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time. Then Mortgagors, except for the intervention of such receiver, would be entitled to collect such reats, issues and profits, and all other powers which viay be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of the foreclosure such 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 or ficiency.
- 10. No action for the enforcement of the lien of this Trust Deed 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 a access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee to 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 he are a equire indomnities tathifactory to him before electricing 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 principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as trus evidence in requested of a 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 may accept as the genuine note herein described any note contained of the principal 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described herein herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
- ment in writing filed in the office of the Recorder or Registrar of Titles in which this instrument sh been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and aughturity as any 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 throughout, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed has been the Installment Note mentioned in the within Trust Deed has been

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PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 950 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH VEST 1/4 OF SAID SECTION 19 AND ON A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH LINE THROUGH A POINT SO FEET, SOUTH OF THE NORTH LINE AND 25 FEET EAST OF THE WEST LINE OF THE SOUTH EAST 1/4 OF THE

NORTH WEST 1/4 OF SAID SECTION 19; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 120 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST COURSE 226.13 FEET; THENCE EASTERLY 19.04 FEET ON A LINE FORMING AN ANGLE OF 90 DEGREES 13 MINUTES MEASURED FROM THE LAST DESCRIBED LINE FROM NOPTH TO EAST; TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE SOUTH EAST; THENCE MORTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 760.94 FEET, A DISTANCE OF 103.79 FEET TO AN INTERSECTION WITH THE LINE DIRTOFR DESCRIBED AS BEING AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 19, AFORESAID AND DRAWN THROUGH POINT SO FEET SOUTH OF THE NORTH LINE AND 25 FEET EAST OF THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 THEREOF; THENCE NORTH ATONG SAID LINE 206.23 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS ALSO

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT OF A LINE 950 FEET SOUTH OF AND MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 19 AND 120 FEET WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE AFORESAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 19, THROUGH A POINT SO FEET SOUTH OF THE NORTH LINE AND 25 FEET EAST OF THE WEST LINE OF THE SOUTH FAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 19; THENCE SOUTH AT RIGHT ANGLES TO THE LINE 950 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 19 A DISTANCE OF 226.13 FEET; THENCE WESTERLY 120.01 FEET ON A LINE FORMING AN ANGLE OF 89 DEGREES 47 MINUTES HELSURED FROM THE LAST DESCRIBED LINE FROM NORTH TO WEST; THENCE NORTHERLY 225.68 FEET ON A LINE FORMING AN ANGLE OF 90 DEGREES 13 HINUTES WITH THE LAST. DESCRIBED LINE AND MEASURED FROM EAST TO NORTH TO THE SOUTH LINE OF THE NORTHERLY 950 FEET HRTOFR DESCRIBED; THENCE EAST ALONG SAID LINE 120 FEET TO THE PLACE OF BEGINNING:

ALSO. A PARCEL OF LAND DESCRIBED BY BEGINNING AT THE SOUTH VEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE WEST ALONG THE SOUTH LINE OF SAID FIRST DESCRIBED TRACT EXTENDED 10.83 FEET; THENCE NORTHWESTERLY 7.24 FEET TO THE NORTH EAST CORNER OF THE SOUTH 159.2 FEET OF THE WEST 1100 FEET OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 19 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF THE SAID SOUTH 159.2 FEET OF SAID QUARTER QUARTER SECTION 41.8 FEET; THENCE NORTHEASTERLY IN A STRAIGHT LINE 60.28 FEET TO A POINT ON THE WEST LINE OF THE TRACT FIRST DESCRIBED WHICH IS 7.44 FEET NORTH OF THE SOUTH WEST CORNER OF SAID TRACT; THENCE SOUTH 7.44 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3:

THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL HERIDIAN,

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DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 920.0 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTH WEST QUARTER OF SAID SECTION 19 AND ON A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH LINE THROUGH A POINT 50.0 FEET SOUTH OF THE NORTH LINE AND 25.0 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE CONTINUING SOUTH ON SAID RIGHT ANGLE LINE A DISTANCE OF 236.23 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 260.94 FEET; THENCE SOUTHWESTERLY ON SAID CURVED LINE A DISTANCE OF 103.79 FEET TO A POINT ELEVEN HANDRED 1176.20 FEET SOUTH OF THE MORTH LINE OF THE SOUTH HALF OF THE NORTH VEST QUARTER OF SAID SECTION 22: THENCE VEST ON A LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 149.88 FEET TO AN INTERSECTION WITH A LINE CONNECTING THE MODIFIEAST CORNER OF THE SOUTH 159.2 FEET OF THE WEST 1100 FEET OF THE LONDWEST QUARTER OF SAID SECTION 19 WITH THE NORTHWEST CORNER OF THE SOUTH 70 FEET OF THE EAST 1050 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 19: THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 113.89 FEET TO A POINT ON A LINE 18.0 FEET SOUTH OF AND PARALLEL WITH THE TANGENT LINE HERETOFORE DESCRIBED AS BEING 149.88 FEET LONG: THENCE EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 37.42 FEET TO A POINT OF TANGENCY ON A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 278.94 FEET, SAID CURVED LINE BEING CONCENTRIC WITH AND 18.0 FEET SOUTHERLY FROM THE CURVED LINE HERETOFORE DESCRIBED AS HAVING A RADIUS ON 260.94 FEET AND A LENGTH OF 103.79 FEET: THENCE MORTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET A DISTANCE 182.74 FEET TO & POINT ON A LINE PARALLEL WITH AND 69.15 FEET EAST OF THE LINE HERETOFFE DESCRIBED AS BEING AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 19 AND DRAWN THROUGH A WINT 50.0 FEET SOUTH OF THE NORTH LINE AND 25.0 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THEREOF; THENCE NORTH ALONG SAID LINE A DISTANCE OF 217.03 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 69.15 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.

tor Coop County Clerk's Office