

This instrument prepared by: Mark R. Rosenbaum, 205 West Randolph Street, Chicago, Ill. 60606

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 16, 1986, between The Cosmopolitan National Bank of Chicago, a National Banking Association, 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 March 14, 1978 and known as trust number 24022 hereinafter referred to as "First Party," and The Cosmopolitan National Bank of Chicago, a national banking/association herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of Three Hundred Fifty Thousand and 00/100---(\$350,000.00) Dollars, made payable to BEARER the order of BEARER The Cosmopolitan National Bank of Chicago which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from the date of disbursement on the balance of principal remaining from time to time unpaid at the rate of eleven per cent per annum in installments as follows: See Exhibit "A" attached hereto

Dollars on the day of 19 and Dollars on the day of each month thereafter with a final payment of the then-remaining unpaid principal balance and interest if not sooner paid, all to be due 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 at the rate of per cent 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 The Cosmopolitan National Bank of Chicago in said City.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to witt:

SEE LEGAL DESCRIPTION ATTACHED HERETO

*and Frank J. Tuley (the "Co-maker")

**and the Co-makers promises to pay, all jointly and severally,

The note secured by this Trust Deed is also secured by a first Trust Deed of even date on other property.

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its 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), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are related 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 the premises by First Party or its 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 trust 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 First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be 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 First Party may desire to contest; (9) keep all buildings and improvements in the premises in good repair and in good condition, and in case of damage by fire, lightning or wind, or any other cause, to repair, rebuild, or reconstruct the same as soon as practicable, and to pay the cost of repairing, rebuilding, or reconstructing the same, or to pay in full the full amount secured hereunder, or to pay the cost of the same, under insurance policies payable in case of loss, or to insure, to insure, for the benefit of the holder of the note, the premises and the contents thereof, and in case of loss, to deliver to the holder of the note, or to the Trustee, for the benefit of the holder of the note, a check for the amount of the loss, and in case of loss, to deliver to the holder of the note, or to the Trustee, for the benefit of the holder of the note, a check for the amount of the loss, and in case of loss, to deliver to the holder of the note, or to the Trustee, for the benefit of the holder of the note, a check for the amount of the loss; (10) 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 foreclosure 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 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 rate of 14 per cent

DELIVERY NAME: Mark R. Rosenbaum Reif and Rosenbaum ADDRESS: Suite 1340, 205 W. Randolph St. CITY: Chicago, Illinois 60606

or RECORDER'S OFFICE BOX NO. for information only insert street address of above described property.

70-49-658-D-2

130374 IN WITNESS WHEREOF 3513762

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RIDER ATTACHED TO TRUST DEED DATED APRIL 16, 1986 BETWEEN THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 14, 1978 AND KNOWN AS TRUST NO. 24022, AND NOT PERSONALLY, AND THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, TRUSTEE

11. First Party and the Co-maker have the right to prepay all or any portion of the balance due on the note at any time, without penalty; provided that all payments on account of the note shall be first applied to interest on the unpaid principal balance and the remainder to principal payments due thereunder in their inverse order of maturity.

12. First Party shall not sell, transfer, convey, encumber, mortgage or otherwise dispose of the premises or any portion thereof or any interest therein and the Co-maker shall not sell, transfer, assign or grant a security interest in all or any portion of said trust no. 24022 without the prior written consent of the holder of the note. In the event of any such sale, transfer, assignment, conveyance, encumbrance, granting of a security interest, mortgage or other disposition without such prior written consent, at the election of the holder of the note and without notice, the principal sum remaining unpaid on the note together with accrued interest thereon shall become at once due and payable.

13. First Party shall at all times keep in full force and effect a policy or policies of insurance providing the following coverages: (a) fire and extended coverage insurance (including all risk, vandalism and malicious mischief endorsements) in an amount equal to not less than the full replacement cost of the improvements on the premises, and in any event, in an amount sufficient to prevent the holder of the note and First Party from being co-insurers of any loss; and (b) such other insurance coverages as said holder may reasonably require from time to time.

All policies shall be written with coverages and companies satisfactory to said holder, with premiums fully paid and the originals or acceptable certified copies thereof will be held by said holder. All policies, except liability insurance policies, shall contain standard non-contributory first mortgage clauses in favor of said holder and shall require thirty (30) days' notice to said holder prior to cancellation.

14. If title to or the temporary use of the premises, or any material part thereof, shall be taken by any governmental body (or by any person acting under governmental authority) and unless the First Party shall prepay the note secured hereby within ninety (90) days from the date of entry of a final order in any condemnation or similar proceedings, there shall be no abatement or reduction in the payments required under the note during the balance of its term and any net proceeds from such proceeding shall be paid to the holder of the note and shall be applied in the same manner as a prepayment.

15. First Party hereby waives any and all rights of redemption from sale under any order or judgment of foreclosure of this trust deed or under any power contained herein on its own behalf, and on behalf of the trust estate and all persons beneficially interested therein, and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date hereof (except that judgment creditors, if any, of First Party in its representative capacity or of the trust estate shall have three (3) months to redeem).

16. Each right, power and remedy conferred on the holder of the note by this trust deed and by all other documents evidencing or securing the indebtedness secured hereby is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and

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each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by said holder, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of, or discontinuance by, said holder in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

17. In the event one or more of the provisions contained in this trust deed or in the note or in any other document given to secure the payment of the note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the holder, not affect any other provision of this trust deed, the note or other document, and this trust deed, the note or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

18. This trust deed and all provisions hereof shall extend to and be binding on the First Party, the holder of the note, and their respective successors, assigns and grantees, any subsequent owner or owners of the premises and all persons claiming under or through First Party.

19. In addition to the terms of Paragraph 3, supra, all 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) in the event of default under any of the terms or conditions contained in any security agreement, collateral assignment, loan agreement, or any other document, whether now or hereafter existing, securing the note, or (b) in the event of default under any of the terms or conditions contained in any trust deed, mortgage, assignment of rents, security agreement or other document, whether now or hereafter existing, selling, transferring, conveying, encumbering, mortgaging, assigning or otherwise disposing of all or any portion of the real property, personal property or other assets securing the note, which First Party or Co-maker, or either of them, have delivered to, or entered into with, or may hereafter deliver to, or enter into with, any person, partnership, corporation or other entity, securing indebtedness or notes of the First Party or Co-maker or either of them.

20. This trust deed, in addition to securing the payment of the principal of and interest on the note, shall secure any substitution, extension or renewal thereof, and any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, now or hereafter existing or due or to become due from the First Party and from the Co-maker, or either of them, and owing to the holder of the note; provided, however, that the amount hereby secured shall at no time exceed the principal amount of Five Hundred Twenty-five Thousand and no/100 Dollars (\$525,000.00) plus interest thereon, plus all costs and expenses of enforcing this trust deed, and plus all advances made by the holder of the note as herein provided to protect the priority of the lien of this trust deed and the premises.

21. All references herein to "note" shall be deemed to include and refer to all notes secured by this trust deed, or any of them, and all references herein to "holder" shall be deemed to include and refer to all holders of the notes secured by this trust deed, or any of them, unless otherwise required by the context.

22. At the option of the holder of the note, this trust deed shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or

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any award of condemnation) to any and all leases of all or any part of the premises upon the execution by the holder of the note or the trustee of this trust deed and recording and/or filing thereof, at any time hereafter, in the Office of the Recorder and/or Office of the Registrar of Titles in and for the county wherein the premises are situated, of a unilateral declaration to that effect.

23. Any notice or other instrument required or permitted to be given, served or delivered hereunder on First Party or the Co-maker shall be in writing and shall be deemed given, served or delivered if delivered personally or two (2) business days after being deposited in the U.S. mail, certified, with prepaid postage, addressed to the Co-maker at 201 E. Community Drive, LaGrange Park, Illinois 60525.

IDENTIFIED:

The Cosmopolitan National Bank
of Chicago, as trustee as
aforesaid as First Party

By: *Edward M. Tavel*
Its ASSISTANT VICE PRESIDENT

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Three Thousand Four Hundred Thirty and 40/100 Dollars (\$3,430.40) on the 1st day of July, 1986, and Three Thousand Four Hundred Thirty and 40/100 Dollars (\$3,430.40) on the 1st day of each month thereafter with a final payment of the then-remaining unpaid principal balance and interest, if not sooner paid, on the 1st day of June, 1991. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal. All interest shall be computed on the basis of a three hundred sixty (360)-day year and charged for the actual number of days elapsed.

The principal of each of said installments unless paid when due shall bear interest after maturity at the rate of fourteen per cent (14%) per annum. Said payments are to be made at such banking house or trust company in Chicago, Illinois, as the holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO in said City.

Exhibit A

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LEGAL DESCRIPTION

Parcel 1: Lots 1, 2, 3 and 4 in Block 74 in Maywood, in Section 11, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lot 5 in Block 74 in Maywood Subdivision in Section 11, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Lots 11, 12 and 13 in Block 75 in Maywood, a Subdivision in Section 11, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address:

Parcel 1: 301 S. Fifth Avenue
Maywood, Illinois 60153

DEPT-01 RECORDING

\$16.00

Parcel 2: 309 S. Fifth Avenue
Maywood, Illinois 60153

T#3333 TRAN 2488 05/09/86 16:22:00

#4365 # A * -86-186781

Parcel 3: 314-16-18 S. Fifth Avenue
Maywood, Illinois 60153

P.R.I.N.:

Parcel 1: 15-11-312-001^(lt1); 15-11-312-002^(lt2); 15-11-312-003^(lt3); 15-11-312-004^(lt4)
Parcel 2: 15-11-312-005^(lt5)
Parcel 3: 15-11-311-009^(lt13); 15-11-311-010^(lt12); 15-11-311-011^(lt11)

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