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JUNIOR WRAP-AROUND

ILLINOIS RECORD

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TRUST DEED

1986 MAY 28 PM 1:10

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 21, 1986, between HARRIS BANK HINSDALE, not individually but solely as Trustee under trust agreement dated May 15, 1986 and known as Trust No. L-1241

14.00

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Five Hundred Five Thousand Seven Hundred Fifty-Four and 78/100 (\$505,754.78) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF Party Langer and Robert J. Walter (hereinafter, the "Note") and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date hereof on the balance of principal remaining from time to time unpaid at the rate of ten (10%) per cent per annum in instalments (including principal and interest) as follows:

\$4,595.79 Dollars on the first (1st) day of July 1986, and \$4,595.79 Dollars on the First (1st) day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the last day of July 1991. 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 instalment unless paid when due shall bear interest at the rate of twelve (12%) 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 3767 N. Racine, Chicago, Illinois 60603

NOW, THEREFORE, the Mortgagors 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See Exhibit A attached hereto and made a part hereof.

Permanent Tax Index No. 14-17-417-009

943 W. Cuyler Chicago, IL

This document is made by the HARRIS BANK Hinsdale as Trustee and accepted upon the express understanding that the HARRIS BANK Hinsdale enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the HARRIS BANK Hinsdale because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the HARRIS BANK Hinsdale be held personally liable upon or in consequence of any of the covenants or

which, with the property hereinafter described, is referred to herein as the "premises," this document, either expressed, or implied, 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 Mortgagors 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 thereon 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 in the premises by the mortgagors or their 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 trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written, HARRIS BANK HINSDALE, as trustee as aforesaid By: Janet Hale ASSISTANT TRUST OFFICER

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Janet Hale, Assistant Trust Officer of Harris Bank Hinsdale, N. A.

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of May, 1986.

My Commission Expires December 31, 1988 Janet Hale Notary Public

Notarial Seal

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE (ONE) (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (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) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors 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 holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment 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 or 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 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 in 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 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 per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

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, 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, foreclosure, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, 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 instalment of principal or interest on the note, or (b) when default shall occur and continue for ten days after the performance of any other agreement of the Mortgagors 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 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 documents, an 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. 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 the rate of seven per cent 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) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation 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, or making 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 of Mortgagors 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 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 Mortgagors, 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 or the protection, possession, 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 decree, provided such application is made to the 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 or 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 necessary representation 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 note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the 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 it has never placed its identification number on the note described herein, it may accept as the 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 by the persons herein designated as makers thereof.

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 or 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, 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 through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note 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.

** or, with respect to defaults which cannot be cured within said 10-day period, if Mortgagor does not diligently proceed to cure said default after receiving notice thereof. within 10 days of when due.

See Rider attached hereto and made a part hereof.

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IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

PREPARED BY: Simon Edelstein 939 W. Grace Chicago, IL 60613

Identification No. 211928 CHICAGO TITLE AND TRUST COMPANY. Trustee. [Signature]

MAIL TO:

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 943-51 West Cuyler

BOX 333-CA

Chicago, IL 60613

PLACE IN RECORDER'S OFFICE BOX NUMBER

D3

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3 6 2 8 9 1 5 5
RIDER ATTACHED TO AND MADE PART OF JUNIOR WRAP-AROUND
TRUST DEED DATED MAY 21, 1986

16. Mortgagor hereby acknowledges that the Premises are encumbered by a first mortgage dated August 20, 1984 payable to Salk, Ward and Salk, Inc., in the original principal amount of \$335,000.00 and recorded on August 23, 1984 as Document No. 27227156 (the "First Mortgage"). Mortgagor and the Trustee acknowledge and agree that the Premises and this Trust Deed are subject and subordinate to all terms and conditions of the First Mortgage, and Mortgagor agrees to fully comply with all terms and conditions and requirements of the First Mortgage, except as provided in Paragraph 21 hereof.
17. Mortgagor may pre-pay the Note at any time without penalty, other than prepayment charges imposed pursuant to the terms of the First Mortgage and the note secured thereby. Upon any prepayment of the Note, the holders of the Note agree to simultaneously prepay the indebtedness secured by the First Mortgage.
18. In addition to the payments required hereunder, Mortgagor agrees to deposit with the holder of the Note, together with the monthly payment due thereunder, any sums required by the holder of the First Mortgage as escrow payments of estimated real estate taxes and insurance premiums.
19. It shall be an immediate event of default hereunder if any of the following shall occur:
 - a. If the Mortgagor shall create, effect, contract for or consent to any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other disposition of the Premises without the prior written consent of the holder of the Note;
 - b. If the Mortgagor is a trustee under an Illinois land trust, then if any beneficiary of the Mortgagor shall create, effect, contract for or consent to any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the beneficial interest in said land trust.
20. Mortgagor agrees to deliver to Harry Langer and Robert J. Walter a certificate of insurance which complies with the requirements of the First Mortgage and which shows Harry Langer and Robert J. Walter as Additional Mortgagees.
21. The holders of the Note agree to pay when due all monthly installment payments due under the terms of the First Mortgage and the note secured thereby, including without limitation all tax and insurance escrow payments, and shall simultaneously mail to Mortgagor a photocopy of each such payment, provided that Mortgagor has paid the monthly payment due under the Note and this Trust Deed in a timely manner. In the event that Mortgagor does not receive any such photocopy of payment on or before the tenth (10th) day of each month, or receives any notice of monetary default from the holder of the First Mortgage, Mortgagor shall have the right to make such payments directly to the holder of the First Mortgage and take any and all other actions necessary to cure such default, and all payments made by Mortgagor pursuant to this Paragraph 21 shall be applied against the indebtedness evidenced by the Note in the same manner as if such payments were made in a timely manner to the holders of the Note.

HARRIS BANK HINSDALE, as trustee
as aforesaid

By: _____

John Hall
ASSISTANT TRUST OFFICER

The provisions appearing on the reverse side of this page are incorporated herein by reference and are hereby made a part of this document.

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Property of Cook County Clerk's Office

This document is made by the HARRIS BANK Hinsdale as Trustee and accepted upon the express understanding that the HARRIS BANK Hinsdale enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the HARRIS BANK Hinsdale because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the HARRIS BANK Hinsdale be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

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EXHIBIT A

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That part of Lot "A" in block 2 in J.M.W. Jones subdivision of lots 24 to 28 inclusive in Hundley's subdivision of the East $\frac{1}{4}$ of the south east $\frac{1}{4}$ of section 17, Township 40 north range 14 east of the third principal meridian, described as follows:

Commencing on the north line of SI lot "A", 45 feet west of the west line of lot 7 in block 2 in Jones subdivision aforesaid; thence south parallel with the west line of said lot 7, 130 feet to an alley; thence west of the north line of said alley 110 feet more or less, to a point 4.09 feet east of the south west corner of said lot "A", thence north to a point in the north line of said lot "A", 37.31 feet east of the north west corner thereof; thence east of the north line of said lot "A", 110 feet more or less to the point of beginning, all in Cook County, Illinois.

Property of Cook County Clerk's Office

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