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07/14/1986-#235: ARTTRRDR/86085

RIDER TO TRUST DEED DATED JULY 15, 1986
MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 06785703,
IN FAVOR OF RONALD B. GRAIS

- R-1. Adjustment of Losses with Insurer and Application of Proceeds of Insurance. In case of loss or damage by fire or other casualty, the holders of the Note are authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks, either jointly with First Party or singly if the holders of the Note shall determine the same to be necessary; or (b) to agree with the insurance company or companies on the amount to be paid in regard to such loss and collect and receive such insurance money. The insurance proceeds may, at the option of the holders of the Note, either be applied in reduction of the indebtedness secured hereby without prepayment premium, whether due or not, or be held by the holders of the Note and used to reimburse First Party for the cost of the rebuilding or restoration of any or all improvements on said Premises. The improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed only when the holders of the Note are furnished with satisfactory evidence of the estimated cost of completion thereof and with architects' certificates, waivers of lien, contractors' and subcontractors' sworn statements, title continuations and other evidence of cost and payments so that the holders of the Note can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the holders of the Note shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. The holders of the Note shall have the right to approve or disapprove plans and specifications of such work before such work shall be commenced. No interest shall be allowed to First Party on any proceeds of insurance held by the holders of the Note. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration may, at the option of the

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holders of the Note, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

R-2. Assignment of Rents. As further security for the Loan secured hereby, the First Party has, concurrently herewith, executed and delivered to Ronald B. Grais, as Trustee of this Trust, (i) an Assignment of Rents (herein called the "Assignment of Rents") dated as of the date hereof, wherein the First Party has assigned to said Trustee all of the rents, issues and profits and/or any and all leases and/or the rights of management of the Premises, all as therein more specifically set forth. First Party hereby agrees that said Assignment of Rents is hereby incorporated by reference as fully and with the same effect as if set forth herein at length and that First Party will duly perform and observe all of the terms and conditions on its part to be performed and observed under the Assignment of Rents. Nothing herein contained shall be deemed to obligate the holders of the Note or their Trustee to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises, and the First Party shall and does hereby indemnify and hold the holders of the Note and Trustee harmless from any and all liability, loss or damage which the holders of the Note or Trustee may or might incur under any lease of the Premises or by reason of the Assignment of Rents; and any and all such liability, loss or damage incurred by the holders of the Note or Trustee, together with the costs and expenses, including reasonable attorneys' fees, incurred by the holders of the Note or Trustee in the defense of any claims or demands therefor (whether successful or not) shall be so much additional indebtedness secured hereby and the First Party shall reimburse the holders of the Note or Trustee therefor on demand.

R-3. Attornment by Lessees. In the event of the enforcement by the holders of the Note or Trustee of the remedies provided for by law or by this Trust Deed, the lessee under each lease of the Premises shall, at the option of the holders of the Note, attorn to any person succeeding to the interest of First Party as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof, provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of the holders of the Note or Trustee or said successor in interest. Each lessee, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

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- R-4. Trustee's Reliance. In the event the taxes and assessments affecting the Premises shall become delinquent and in the further event that Trustee or the holders of the Note elect to advance additional funds in order to pay such delinquent taxes and assessments, then they 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; or, if for the purchase, discharge, compromise or settlement of any other prior lien, they may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.
- R-5. Acceleration of Indebtedness in Case of Default. First Party further covenants and agrees with the holders of the Note and their Trustee, that if: (a) the First Party, any beneficiary thereof, or any co-maker or guarantor of the Note secured hereby shall file a petition in voluntary bankruptcy or under any Chapter of Title Eleven of the United States Code or any similar law, state or federal, whether now or hereafter existing, or any answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within thirty (30) days, as hereinafter provided; or (b) the First Party, any beneficiary thereof, or any co-maker or guarantor of the Note secured hereby, shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the First Party, any beneficiary thereof, or any co-maker or guarantor of the Note secured hereby, in any involuntary proceeding; or (c) any court shall have taken jurisdiction of the property of the First Party, any beneficiary thereof, or any co-maker or guarantor of the Note secured hereby, in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the First Party, any beneficiary thereof or any co-maker or guarantor of the Note secured hereby, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days; or (d) the First Party, any beneficiary thereof, or any co-maker or guarantor of the Note secured hereby, shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by

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the First Party which shall not be cured within twenty (20) days after notice thereof; or (f) default shall be made in the due observance or performance of any of the covenants, agreements or conditions contained, required to be kept or observed by First Party in any other instrument given to secure the payment of the Note secured hereby and shall not have been cured within the applicable grace period, then and in any such case the whole of the indebtedness hereby secured shall, at once, at the option of the holders of the Note, become immediately due and payable without notice to First Party. If while any (i) tax or insurance deposits, or (ii) insurance proceeds or condemnation awards are being held by the holders of the Note to reimburse First Party for the cost of rebuilding or restoration of any or all improvements on the Premises, as set forth in this Trust Deed, the holders of the Note shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, the holders of the Note shall be entitled to apply all such deposits, insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by it over the amount of indebtedness then due hereunder shall be returned to First Party or any party entitled thereto without interest.

R-6. No Requirement to Foreclose Tenants in Case of Default.

Trustee and/or the holders of the Note shall have the right and option to commence a civil action to foreclose this Trust Deed and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Premises. The failure to join any such tenant or tenants as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by the First Party as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding. Upon any foreclosure sale, the holders of the Note and/or Trustee may bid for and purchase the Premises and shall be entitled to apply all or part of the indebtedness secured hereby as a credit to the purchase price.

R-7. Rights and Remedies Cumulative; No Waiver.

Each right, power and remedy herein conferred upon the holders of the Note or Trustee 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 each and every right, power and remedy herein 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

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the holders of the Note or Trustee, 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 the holders of the Note or Trustee 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.

R-8. Condemnation. First Party hereby assigns, transfers and sets over unto the holders of the Note the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. The holders of the Note may elect to apply the proceeds of the award upon, or in reduction of, the indebtedness secured hereby without prepayment premium, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises in accordance with plans and specifications to be submitted to and approved by the holders of the Note. In the event said proceeds are made available for rebuilding or restoration, by the election of the holders of the Note as aforesaid, the proceeds of the award shall be paid out in the same manner as is provided in Paragraph R-1 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of the holders of the Note, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto. No interest shall be allowed to First Party on account of any proceeds of any award held by the holder of the Note.

R-9. Giving of Notice. Any notice to First Party shall be in writing and the mailing thereof by certified mail addressed to First Party at: c/o American National Bank and Trust Company of Chicago, 33 North LaSalle Street, Chicago, IL 60690, Attn: Land Trust Department, or at such other place as First Party may by notice in writing to Trustee designate as a place for service of notice, and such notice shall be effective two (2) days after the date of mailing. Notice may also be given by hand delivery.

R-10. Waiver of Defense. 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.

R-11. Waiver of Statutory Rights. To the extent permitted by law, First Party, as corporate land trustee, does hereby

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expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own and on behalf of each and every beneficiary of First Party, the trust and each and every person (except decree or judgment creditors of First Party) acquiring any interest in or title to the Premises subsequent to the date of this Trust Deed.

- R-12. Filing and Recording Fees. First Party will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgement of this Trust Deed and all federal, state, county and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of said Note and this Trust Deed.
- R-13. Business Purpose. First Party has been advised by its beneficiaries that the proceeds of the loan secured by this Trust Deed will be used for the purposes specified in Paragraph 6404 et seq. of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.
- R-14. No Merger. It being the desire and intention of the parties hereto that the Trust Deed and the lien thereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should Trustee acquire any additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Trustee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Trust Deed and the lien thereof shall not merge in the fee simple title, toward the end that this Trust Deed may be foreclosed as if owned by a stranger to the fee simple title.
- R-15. Restrictions on Transfer. It shall be an immediate event of default and Default hereunder if, without the prior written consent of the holders of the Note, any of the following shall occur:

(a) If First Party (or First Party's Beneficiary) shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein, excepting only sales or other dispositions of personal property or equipment (herein called "Obsolete Collateral") in the ordinary course of the operation of the Premises, provided that prior to the sale or other disposition

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF COOK COUNTY

CHIEF CLERK

DEPUTY CLERK

CLERK OF COOK COUNTY

CHIEF CLERK

DEPUTY CLERK

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thereof, such Obsolete Collateral has been replaced with like items, subject to the first and prior lien hereof, of at least equal value and utility;

(b) If First Party's Beneficiary shall create, effect or consent to, or shall suffer or permit, any sale, assignment, transfer, lien, pledge, trust deed, security interest or other encumbrance or alienation of said party's beneficial interest in the land trust under which First Party acts.

(c) In each case whether any such conveyance, sale, assignment, transfer, lien, pledge, trust deed, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section R-15 shall not apply (i) to the Lien securing the Note secured hereby, and (ii) to the Lien of current taxes and assessments not in default.

The provisions of this Section R-15 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part or interest in or encumbrance upon the Premises, or such beneficial interest in First Party.

First Party acknowledges and agrees, for itself and its successors, that the foregoing restrictions on sale, transfer, or conveyance are reasonable. Any violation of the terms of this paragraph shall entitle the holders of the Note or Trustee to declare the whole outstanding principal balance of the Loan, together with interest accrued thereon and any other sums owing under the terms of this Trust Deed or any other instrument related to the Loan, immediately due and payable, and to foreclose the Liens granted in this Trust Deed.

For purposes hereof, "First Party's Beneficiary" shall mean the current holder or holders of one hundred percent (100%) of the beneficial interest in American National Bank and Trust Company of Chicago Land Trust No. 06785703.

R-16. Miscellaneous. The following understandings shall be applicable to this Trust Deed.

(a) This Trust Deed and all provisions hereof shall extend to and be binding upon First Party and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through First Party, and the word

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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 _____, 20__.

County Clerk

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

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"First Party" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed said Note or this Trust Deed. The word "Trustee" when used herein shall include the successors and assigns of Ronald B. Grais, the Trustee named herein, and the word "holders of the Note" shall mean Ronald B. Grais, as collecting agent for the beneficiaries of Chicago Title & Trust Company Trust No. 48350 dated July 21, 1968, or any successor(s) in interest as holder of the Note, if any.

(b) In the event one or more of the provisions contained in this Trust Deed or the Note secured hereby or in any other security documents given to secure the payment of the Note secured hereby 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 Trustee, or holders of the Note not affect any other provision of this Trust Deed, and this Trust Deed shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(c) This Trust Deed and the Note it secures are to be construed and governed by the laws of the state of Illinois.

(d) First Party, on written request of the Trustee, will furnish a signed statement of the amount of the indebtedness secured hereby and whether or not any default then exists hereunder and specifying the nature of such default.

(e) At the option of the Trustee, 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 any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Trustee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds and Office of Registrar of Titles in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

(f) Whenever the context requires, the singular form of any word herein shall include the plural form, and vice versa, and the neuter form of any word shall include the masculine and feminine forms, and vice versa.

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R-17. Priority of First Mortgage Lien. This Trust Deed is and shall be a junior and second mortgage lien on the Premises and is and shall be subject to that certain mortgage dated 7/6/86, 1986, made by Mortgagor in favor of the First National Bank of Chicago and recorded on July 18, 1986 in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 86-304503 and registered in Torrens as Document No. 532411 on July 18, 1986 which secures a certain note in the principal amount of \$600,000 dated July , 1986 (the "First Mortgage"). If First Party shall at any time be in default of the First Mortgage and the holder thereof shall declare the indebtedness secured thereby due and payable or shall institute foreclosure proceedings thereunder, then the occurrence of any such event shall be a Default hereunder and under the note hereby secured and First Party may immediately seek any right or remedy available hereunder or at law or in equity and all indebtedness secured hereby shall at the option of First Party be immediately due and payable without notice or demand being first required.

IN WITNESS WHEREOF, the First Party has executed this instrument as of the day and year first above written.

AMERICAN NATIONAL BANK,
not personally, but solely
as Trustee under Trust
No. 06785703

By: [Signature]
An authorized trust officer

ATTEST:

By: [Signature]
Its Assistant Secretary

DEPT-01 RECORDING

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COOK COUNTY RECORDER

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