

This Indenture, Made August 29, 1986, between Western National Bank of Cicero 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 20, 1979 and known as Trust No. 7386 herein referred to as "First Party," and Affiliated Bank/North Shore National herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed Principal note bearing even date herewith in the principal sum of Six Hundred Eighty Thousand and no/100 Dollars (\$680,000.00) ----- DOLLARS

made payable to Affiliated Bank/North Shore National and delivered, in and to which said Note, the promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest payable in accordance with the terms and conditions of the said Principal Note.

The term "Prime" means the prime commercial rate of Bank, such rate being changed from time to time as established or announced by Bank. Prime does not mean the lowest interest rate offered by Bank from time to time,

whether by acceleration or otherwise principal bearing interest after maturity/at the rate of Prime+6% 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 Affiliated Bank/North Shore National Bank, 1737 W. Howard St., Chicago, IL 60626

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

The terms and conditions of the Principal Note dated August 27, 1986 in the amount of Six Hundred Eighty Thousand and no/100 Dollars (\$680,000.00) executed by Western National Bank of Cicero as Trustee under Trust No. 7386 are incorporated herein and made a part hereof.

(See Rider A for legal description)

This Document is filed by WESTERN NATIONAL BANK of CICERO, not individually, but solely as Trustee under the Trust Agreement mentioned in said Document. This trust agreement is hereby acknowledged to be the property of the Trust Agreement and the result of the signing of said instrument by the First Party and the Trustee. No liability shall be held through or against the Trustee for any act or omission of the First Party which may be held through or against the Trustee, to whomsoever, by the First Party, or persons of any kind acting for said Trustee. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the WESTERN NATIONAL BANK of CICERO is hereby expressly waived by the parties hereto and their respective successors and assigns.

which, with the property hereinafter described, is referred to herein as the "premises." 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 party with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereto 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-lair 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 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 the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, plus Rider A & B Rider A & B

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.

IN WITNESS WHEREOF, Western National Bank of Cicero, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

WESTERN NATIONAL BANK OF CICERO
As Trustee as aforesaid and not personally
By *David M. Augustyn*
David M. Augustyn Vice-President
ATTEST *Carol Ann Weber*
Carol Ann Weber Assistant Secretary

STATE OF ILLINOIS, } ss.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the Western National Bank of Cicero a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2th Day of August A.D. 1986
My Commission Expires Nov. 16, 1987
Boleslaw J. Baran
Notary Public

BOX 333

70-71-978-03

1303229

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UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

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 each prior lien to the holder 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 ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations to said premises except as required by law or municipal ordinance; (7) pay before any liability attached to 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 in full to the holder 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 now or hereafter situated on said premises insured against loss or damage by fire, lightning, or other causes 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 hereon, all in compliance 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 right to be evidenced by the standard mortgage clause to be attached to each policy, and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than 30 days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior secured debts, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture of title or interest of any kind 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 as much a first lien in priority as the mortgage hereby and shall become immediately due and payable without notice and with interest thereon at the rate of _____ per annum (fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph).

2. 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, forfeiture, tax lien or title or claim thereon.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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 installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 attorney's fees, appraisers' fees, appraisals, costs for documentary and expert evidence, photographers' 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, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder 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 as 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) proceedings for the commencement of any suit for the foreclosure hereof after account of such right to foreclose whether or not actually commenced, or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced, or (d) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the lien 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 First Party, its successors or assigns, 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, care 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 prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access therein shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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.

9. Trustee shall release this trust deed and the lien thereon 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 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 genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where a release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine 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 on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Register 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 Register of Titles 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.

Cicero

THIS TRUST DEED is executed by the Western National Bank of / not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as Trustee (and said Western National Bank of / hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said not contained shall be construed as creating any liability on the said First Party or on said Western National Bank / personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successor and said Western National Bank of / personally are concerned, the legal holder or holders of said note and the owner of any indebtedness accruing hereunder shall look sole to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Note mentioned in the within Trust Deed has been identified herewith under identification No. _____ by _____ Vice President

NAME | Affiliated Bank/North Shore National
STREET | 1737 W. Howard Street
CITY | Chicago, IL 60626
INSTRUCTIONS | Attn: Joan M. Bassak
L *BOX 333* OR

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

UNOFFICIAL COPY

DATED

August 29, 1986

EXECUTED BY

TRUSTEE ATTACHED TO TRUST
B. Westley, Signatory Bank of Cicero
As Trustee U/T/7/86 dated 3/20/79

11. For the purpose of providing regularly for the prompt payment of all taxes and assessments levied or assessed against the premises that will next become due and payable, and for the prompt payment of premiums on renewals of policies of fire and other hazard insurance now in force, the First Party will deposit with the Holder of the Note secured by this Trust Deed (hereinafter referred to as "Holder") on the dates installments of principal and interest are payable, an amount equal to such taxes, assessments and insurance premiums, less the amount already deposited therefor, divided by the number of months to elapse prior to the date when such taxes and assessments will become payable, and when existing policies of insurance expire. The monies thus deposited with the Holder are to be held without interest and are to be applied by the Holder to the payment of such taxes, assessments and insurance premiums as they become due and payable. If at any time the Holder deems the amount deposited insufficient to pay said taxes, assessments and insurance premiums, the First Party will deposit with the Holder any amount necessary to make up the deficiency; provided, however, that nothing in this paragraph contained, shall relieve the First Party from the performance of any of the other covenants and agreements contained relative to the payments of taxes and assessments and insurance premiums.

In case of default in the payment of any installments of principal or interest or in the performance of the covenants and agreements of the First Party herein contained, the Holder may apply any and all sums then on deposit, on account of the indebtedness secured by this Trust Deed.

It shall not be obligatory upon the Holder to inquire into the validity or accuracy of any such items before making payment of same, and nothing herein contained shall be construed as requiring the Holder to advance other monies for said purpose.

12. It is further covenanted and agreed that First Party shall deposit with the Holder insurance in form and content as approved by Holder which shall be carried in companies approved by the Holder, and the policies and renewals marked "paid" shall be delivered to the Holder at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard noncontributing mortgage clauses in favor of the Holder and entitling the Holder to collect any and all proceeds under such insurance, as well as standard waiver of subrogation, endorsement and a provision requiring that the coverage evidenced thereby will not be terminated or materially modified without ten (10) days' prior written notice to the Holder, all to be in form and content acceptable to Holder.

13. In case of loss or damage by fire or other casualty, the Holder is authorized (a) to settle and adjust any claim under insurance policies which insure against such risks or (b) to allow First Party to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, the Holder is authorized to collect and receipt for any such money. Provided that the insurers do not deny liability as to the insureds, and as long as this Trust Deed is not in default, such insurance proceeds, after deducting therefrom any expense incurred in the collection thereof, shall be made available by the Holder for the rebuilding or restoration of the buildings and improvements on the premises. In all other cases such insurance proceeds may, at the option of the Holder, either be applied in the reduction of the indebtedness secured hereby, whether due or not, or be held by the Holder and used to reimburse First Party for the cost of rebuilding or restoring of buildings or improvements on said premises. The buildings and improvements thereon shall be 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 upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and if such cost exceeds the insurance proceeds the receipt of such additional funds as necessary to cover such cost and with architect's certificates, waivers of lien, contractor's and sub-contractor's sworn statements and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety (90%) percent 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 disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the building and improvements can reasonably exceed the sum of Ten Thousand (\$10,000.00) Dollars then the Holder shall approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration shall, at the option of the Holder, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

14. Any sale, conveyance or transfer of any right, title or interest in the premises specifically described in this Trust Deed to secure the payment hereof or any portion thereof, without the prior written approval of the holder or any sale, transfer or assignment of any part of the beneficial interest without the prior written approval of the holder or any

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Property of Cook County Clerk's Office

PROPERTY

UNOFFICIAL COPY

RIDER ATTACHED TO TRUST DEED 86385694

DATED August 29, 1986

Western National Bank of Cicero
EXECUTED BY As Trustee, U/T 7386 dated 3/20/86

conveyance, mortgage or encumbrance of the premises of any part thereof as security for any debt without the prior written approval of the holder or any assignment of all or any part of the beneficial interest of Trustee as security for any debt without the prior written approval of the holder, shall constitute a default hereunder on account of which the holder may declare the entire indebtedness evidenced by the Note to be immediately due and payable and foreclose this Trust Deed immediately or at any time such default occurs.

15. First Party hereby assigns, transfers and sets over unto the Holder 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. Provided that such premises requires rebuilding or restoration and so long as this Trust Deed is not in default, any award, after deducting therefrom any expenses in the collection thereof, shall be made available by the Holder for the rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Holder. In all other cases, the Holder may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, 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 Holder. In the event said proceeds are made available for rebuilding or restoration by the election of the Holder as aforesaid, the proceeds of the award shall be paid out in the same manner as provided in Paragraph 13 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 building or restoration shall, at the option of the Holder be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

16. The First Party hereby waives any and all right 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 First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

17. First Party has been advised by its beneficiaries that the loan to be disbursed under the Note is an exempted transaction under the Truth in Lending Act, 15, U.S.C. § 1601 et seq., that the Note and this Trust Deed which is security therefore are to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Paragraph 6404 (4c) of Chapter 17 of the Illinois Revised Statutes.

18. It is further understood and agreed that the Holder reserves the right to approve and or install professional management of this property at any time this loan is forty-five (45) days in default of any payment.

19. That if any action or proceeding be commenced (except any action to foreclose this Trust Deed or to collect the debt secured hereby) to which action or proceeding the Trustee is or becomes a party or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the Trustee for the expense of any litigation (including reasonable attorneys' fees) to prosecute or defend the rights and lien created by this Trust Deed shall on notice and demand be paid by the First Party, together with the interest thereon at the rate provided in said Note, and shall be a lien on said Real Estate, prior to any right or title to, interest in or claim upon the Real Estate, subordinate to the lien of this Trust Deed, and shall be deemed to be secured by this Trust Deed and evidenced by the Note; that in any action or proceeding to foreclose this Trust Deed, or to recover the debt secured hereby, the provisions of law respecting the recovery of costs, disbursement and allowances shall prevail unaffected by this covenant.

20. First Party agrees to pay a late charge of 5 percent of each installment in default more than ten (10) days to cover Holder's additional expense of handling and collecting such delinquent installments. First Party agrees to pay reasonable attorneys' fees, costs and expenses incurred by Holder in collection and enforcement of the Note.

21. Notwithstanding any provisions in this Trust Deed to the contrary, if any one or more of the following events of default, which events are herein together referred to as "Events of Default", shall occur, all indebtedness of First Party arising hereunder or under the Note secured hereby or under any other document relating to this loan, including without limitation, the whole of the principal sum remaining unpaid under the Note, together with all accrued interest thereon, shall at the option of Holder become immediately due and payable, and may be recovered at once, by foreclosure or otherwise:

- (a) If default shall be made in timely making any payment provided for herein, in the Note or in any of the other documents relating to the loan; or

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RIDER ATTACHED TO TRUST DEED

Western National Bank of Cicero as Trustee

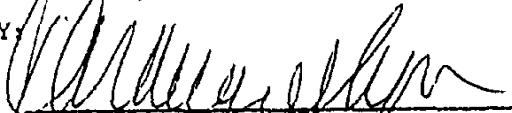
DATED August 29, 1986 EXECUTED BY U/T/ 7386 dated 3/20/79

- (b) If default shall be made in the performance or observance of any other term, covenant, provisions, representation, warranty, agreement, condition or obligation provided for herein, in the Note or in any other document relating to this loan, or in any written statement or certificate made or furnished to the Holder, at any time, shall be incorrect or untrue or shall otherwise be misleading.

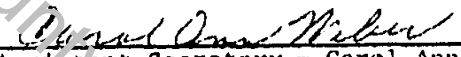
This Document is signed by WESTERN NATIONAL BANK of CICERO, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document, shall be payable only out of any Trust property which may be held hereunder, except that liability shall rest upon the WESTERN NATIONAL BANK of CICERO, personally, or as Trustee, to the extent of the principal, interest, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property in any agreement with respect thereto. Any and all personal liability of the WESTERN NATIONAL BANK of CICERO is hereby expressly waived by the parties hereto and their respective successors and assigns.

WESTERN NATIONAL BANK OF CICERO
AS TRUSTEE, U/T/7386 DATED 3/20/79

BY:


David M. Augustyn Vice President

ATTEST:


Assistant Secretary - Carol Ann Weber

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RIDER

DEPT-01 RECORDING

\$15.00

TR#3333 TRAN 7663 08/29/86 16:12:00

#2907 #A *-86-385694

COOK COUNTY RECORDER

PARCEL 1:

LOTS 96, 97, AND 98 IN BLOCK 1 IN CRANDALL'S BOULEVARD ADDITION BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 10 FEET OF LOT 27 AND ALL OF LOTS 28 IN BLOCK 6 IN BAXTER'S SUBDIVISION IRVING PARK, BEING A SUBDIVISION OF 20 ACRES OFF THE EAST END OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 24, 25, 26 AND 27 (EXCEPT THE WEST 10 FEET OF SAID LOT 27) IN BLOCK 6 IN BAXTER'S SUBDIVISION OF IRVING PARK, BEING A SUBDIVISION OF THE 20 ACRES OFF THE EAST END OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 13-15-319-074 → 96, 97, 98
13-15-319-075 → 27, 28
13-15-319-076 → 26, 27
13-15-319-077 → 25
13-15-319-078 → 24 ~~AA~~
Commonly known as: 4444 W. Irving Park
Chicago, IL

PARCEL 4:

UNIT NUMBER 211 IN REGAL COURT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 'A' IN DEVON-CICERO CONSOLIDATION OF CERTAIN PARCELS OF LAND IN THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24762168 AND REGISTERED AS LAND REGISTRATION NUMBER 3065337, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

PARCEL 5:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES 77 AND 78, A LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 24762168 AND REGISTERED AS DOCUMENT LR 3065337 IN COOK COUNTY, ILLINOIS.

PIN# 10-20-452-048-1011 ~~AA~~

Commonly known as: 6400 N. Cicero, Lincolnwood, IL

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[Handwritten signature or initials]

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Commonly known as: 5600 E. Cicero, Lincolnwood, IL

10-23-438-04B-1011

Said premises being described as follows: That part of LOT "A" in Devon Cicero Consolidation (hereinafter described) falling within Lot 7 in Block 1 in Devon and Cicero Avenue Addition, in said Devon-Cicero Consolidation of certain parcels of land in the Southeast Quarter (1/4) of Section 33, Township 41 North, Range 13 East of the Third Principal Meridian, according to Plat of said Devon-Cicero Consolidation registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 26, 1977 as Document Number 2976914.

An undivided 1.27% interest in premises hereinafter described (excepting therefrom the property comprising those Units and parts of Units falling within said premises, as said Units are delineated on Survey attached to and a part of a Declaration of Condominium Ownership registered on the 13th day of December, 1978 as Document Number 3065337.

PARCEL 4

LOT 28 IN BLOCK 6 IN BAXTER'S

PARCEL 2:

LOTS 96, 97, AND 98 IN BLOCK 1 IN GRANDALL'S BOULEVARD ADDITION BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1:

COOK COUNTY RECORDER
#2987 # 4 * 85-385694
TRAN 7663 08/29/86 16:12:00
DEPT-01 RECORDING \$15.00

RIDER

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