

NAME | AFFILIATED BANK/WESTERN NATIONAL

STREET | 5801 WEST CERNAK ROAD

CITY | CICERO, ILLINOIS 60650

LATIN: JUNE 1960

Oak Lawn, Illinois

4930-5002 W. 95th Street.

FOR RECORDING PURPOSES ONLY

DESCRIPTIVE INDEX OF ABOVE

IMPORTANT FOR THE PROTECTION OF NOTI 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.

Form with fields for 'The Note mentioned in the within Trust Deed has been identified herewith' and 'Under Identification No.' with a blank line for the number.

Construction Loan Rider Attached

12. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION (IN FULL SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

11. If the title to the premises is conveyed by the Mortgagor or if the Mortgagor shall transfer, assign, pledge or mortgage any interest, real or personal, in the premises, or if the beneficial interest in the Trust is assigned during the lifetime of this Trust, the holder of the Note secured by this Trust Deed, become immediately due and payable. 10. The Mortgagor shall be deemed to have agreed to the terms and conditions of this Trust Deed and to have authorized the Trustee to execute and deliver the same and to have authorized the Trustee to execute and deliver the same and to have authorized the Trustee to execute and deliver the same...

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THE ABOVE SPACE FOR RECORDERS USE ONLY

AFFILIATED BANK/WESTERN NATIONAL

This Indenture, Made September 3, 1987, between Western 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 August 14, 1987 and known as Trust No. 10279 herein referred to as "First Party," and CHARLES MALLEN herein referred to as TRUSTEE, witnesseth:

THAT WHEREAS, at the direction of the beneficiaries under the above-described Trust Agreement, the Trustee promises to pay out of the portion of the trust estate subject to the Trust Agreement and hereafter specifically described the principal sum of Two Million Two Hundred Thousand (\$2,200,000) Dollars evidenced by a promissory note of Nick Skountzos and Nick Vervenotis of even date herewith payable to the order of Affiliated Bank/Western National twelve (12) months after date hereof together with interest payable monthly at the variable rate of 1-1/4% per annum above the prime interest rate of Affiliated Bank/Western National announced from time to time.

All payments on account of the indebtedness evidenced by said Note shall be first applied to interest and remainder to principal; all interest shall be payable monthly.

ILLINOIS, as the holders of the Note, from time to time, in writing appoint, and in absence of such appointment, then at the office of Affiliated Bank/Western National, 5801 W. Cermak Road, Cicero, Illinois

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.

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 wit:

A PART OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT A POINT ON THE SOUTH LINE OF SECTION 4, AFORESAID, 1074.08 FEET WEST OF THE SOUTH EAST CORNER OF SECTION 4; THENCE WEST ALONG SAID SOUTH LINE OF SECTION 4, 125.92 FEET TO A POINT; THENCE NORTH 0 DEGREES 04 MINUTES EAST 172.4 FEET TO A POINT; THENCE WEST 132 FEET TO A POINT; THENCE NORTH 0 DEGREES 04 MINUTES EAST 73.7 FEET TO A POINT; THENCE NORTH 62 DEGREES 56 MINUTES EAST 289.56 FEET TO A POINT; THENCE SOUTH 0 DEGREES 04 MINUTES WEST 378.2 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF CONVEYED TO RAILROAD BY DEED RECORDED SEPTEMBER 2, 1903 AS DOCUMENT NUMBER 3436808 EXCEPT THE SOUTH 50 FEET THEREOF TAKEN FOR STREET PURPOSES) IN COOK COUNTY, ILLINOIS.

PARCEL 2

THE WEST 132 FEET OF THE SOUTH 172.4 FEET (EXCEPT THE SOUTH 50 FEET THEREOF), OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 24-04-422-019-0000 AND 24-04-422-020 STREET ADD: 4930-5002 WEST 95th STREET - OAK LAWN ILLINOIS

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, easements, assessments, 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 so jointly 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, 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 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 covenants and trusts herein set forth.

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 CHICAGO, 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.

AFFILIATED BANK/WESTERN NATIONAL
As Trustee of aforesaid and not personally.
By David M. Augustyn Vice-President
ATTEST 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 AFFILIATED BANK/WESTERN NATIONAL BANK OF CHICAGO, 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.

Affiliated Bank/Western National Given under my hand and Notarial Seal this 3rd Day of September A.D. 1987

My Commission Expires Nov 16, 1988 Notary Public

This Instrument prepared by Charles Mallen, 5801 W. Cermak Rd., Cicero, Illinois

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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 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 ordinance 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 tenancy 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 records 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 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 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 60 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 hereinafter 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting 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 mortgagee's premises and the lien hereof, plus reasonable compensation to Trustee for such 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 seven per cent 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 or performing any act authorized by statute, any tax or assessment, 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.
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, they 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 documentary and expert witness, stampers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all maps, abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to a decree the true condition of the title to or the value thereof. 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) proceedings for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) proceedings for the defense of any such 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 such sale, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which may be due 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 representative 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 then value of the premises or whether the same shall be then encumbered 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 term of such sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time 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, 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 of his funds in payment of the 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 thereto 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 proper instrument 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 in full. 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 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 the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the note described herein, if any 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 of Deeds in the county in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the lien Recorder of Deeds in 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.

THIS TRUST DEED is executed by the Western National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Western National Bank of Chicago hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained in said note contained shall be construed as creating any liability on the said First Party or on said Western National Bank of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant or implied herein contained in 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 successors and assigns, Western National Bank of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely 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.

*Affiliated Bank/Western National

11. If the title to the premises is conveyed by the Mortgagor or if the Mortgagor shall transfer, assign, pledge or mortgage any interest, real or personal, in the premises, or if the beneficial interest in the Trust is assigned during the lifetime of this Trust Deed and Note it secures, the entire unpaid balance due thereon shall, at the election of the holder of the Note secured by this Trust Deed, become immediately due and payable.

12. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

Construction Loan Rider Attached

IMPORTANT	The Note mentioned in the within Trust Deed has been identified herewith
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.	under Identification No. _____
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.	by _____
	Vice President

Mail TO: DELIVERY INSTRUCTIONS

NAME: AFFILIATED BANK/WESTERN NATIONAL
 STREET: 5801 WEST CERMAK ROAD
 CITY: CICERO, ILLINOIS 60650
 ATTN: JUNE FALBO

RECORDER'S OFFICE BOX NUMBER: BOX 338 - HV

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

4930-5002 W. 95th Street,
 Oak Lawn, Illinois

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CONSTRUCTION LOAN RIDER

1. **COMPLETION DATE:** THE DEVELOPMENT shall be completed on the earliest to occur of the following ("COMPLETION DATE"):

- (a) The earliest completion date required by the terms of any Ground Lease, Occupancy Lease, Purchase Agreement or Document(s) of record;
- (b) twelve (12) months after the date of commencement of construction.

2. **DOCUMENTATION:** Fifteen (15) days prior to the initial disbursement of THE LOAN or the Construction Portion of THE LOAN, BORROWER shall deliver to LENDER the following additional documentation, all in form and content satisfactory to LENDER and its legal counsel (Items (i), (j) and (k) must be delivered prior to any initial disbursement):

- (a) Building Loan Agreement on LENDER'S standard form, executed by BORROWER.
- (b) Soil test and topographical survey of THE LAND.
- (c) The final plans and specifications for THE DEVELOPMENT, already approved by those prospective tenants whose leases require their approval and by the governmental authorities having jurisdiction thereof.
- (d) Firm price or maximum price contract(s) between BORROWER and its general contractor and BORROWER and its architect, which at LENDER's election shall be collaterally assigned to LENDER and such assignment acknowledged by the general contractor and by the architect.
- (e) Builder's Risk Insurance and payment bonds and performance bonds written by such companies and with such coverages and limits and upon such forms as LENDER shall require or approve.
- (f) Guaranty of performance of Building Loan Agreement executed by GUARANTORS.
- (g) The building permit for construction of THE DEVELOPMENT, all other necessary permits, licenses, consents, authorizations and utility installation and service agreements and a certificate executed by BORROWER'S Architect containing:
 - (i) a detailed listing of BORROWER'S plans and specifications;
 - (ii) a statement that said plans and specifications fully comply with all applicable laws and ordinances;
 - (iii) a statement that said plans and specifications are complete in all respects and contain all details requisite for the construction of THE DEVELOPMENT which, when built in accordance therewith, shall be ready for use and occupancy for its intended purpose in compliance with all applicable laws; and
 - (iv) a statement that said plans and specifications were prepared in a manner consistent with accepted architectural practices.

(h) Copies of executed Contracts between the General Contractor(s) and its subcontractors and materialmen to the extent such contracts are then let. The minimum dollar amount of such contracts which must be let prior to disbursement of THE LOAN or the construction portion thereof shall be determined by LENDER.

(i) Collateral assignment of all necessary permits, licenses, consents, authorizations and utility installation and service agreements, to the extent they are assignable.

(j) Opening Statement setting forth all costs and expenses necessary to complete the construction of THE DEVELOPMENT and showing any reserves required by LENDER, including, without limitation, reserves for real estate taxes, insurance premiums, interest on THE LOAN, and construction contingency and deposits required by this Commitment (if any). This shall be the final version of the estimated Loan Opening Statement, attached hereto and made a part hereof as Exhibit C.

(k) A certificate of BORROWER stating the date the construction has commenced or will commence.

3. **LOAN BALANCING:** Prior to each disbursement of THE LOAN (including the initial disbursement), LENDER must be satisfied that there are sufficient sums available from the undisbursed balance of THE LOAN and monies deposited with LENDER by BORROWER, if required by LENDER, to complete THE DEVELOPMENT and establish all reserves set forth in the Opening Statement referred to in Paragraph 2(j) hereof.

4. **LOAN DISBURSEMENTS:** In making disbursement of THE LOAN, LENDER at its sole election shall make such disbursements by means of an escrow with a title company or other disbursing agent acceptable to LENDER, the expenses of such escrow to be paid by BORROWER. Disbursements shall be made directly through the escrow to the contractors, subcontractors and materialmen listed on the contractor's, subcontractor's and materialmen's sworn statements.

At the time any request for a disbursement is made, each such request shall be accompanied by such sworn owner's, contractor's, subcontractor's and materialmen's statements, affidavits and waivers of liens, continuations of title, increases in the limit of title company's liability and the survey updates and architect's certificates of payment, as LENDER or the title company shall request.

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Until completion of THE DEVELOPMENT, LENDER shall disburse, at its election, 80% of the value, as reasonably determined by LENDER, of the labor, work services and materials rendered to and incorporated into THE DEVELOPMENT and all material stored at the construction site (only to the extent reasonably necessary for the continued and orderly progress of construction THE DEVELOPMENT) and covered by LENDER'S lien and insured against physical damage to LENDER'S satisfaction.

- END -

Initials of LENDER

Initials of BORROWER

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