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THIS INDENTURE, made October 20, 1987, between WORTH BANK & TRUST COMPANY, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed of Deeds of Trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated July 9, 1985 and known as Trust Number 3982, herein referred to as "First Party", and CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the principal sum of TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 (\$2,400,000.00) DOLLARS, made payable to THE UNION LABOR LIFE INSURANCE COMPANY and delivered, in and by which said Note the First Party 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 from the date hereof on the balance of principal remaining from time to time unpaid at the rate of 10.125% per cent per annum in installments as follows:

(a) Interest only from the date hereof to the 1st day of November, 1987 on such date and thereafter in constant monthly payments of \$23,360.00 commencing on the 1st day of December, 1987 and a like sum on the 1st day of each succeeding month until the 1st day of November, 1997 when the balance shall become immediately due and payable.

(b) From and after the occurrence of (i) any default in the payment of interest or principal when due in accordance with the terms hereof, (ii) a Default (as hereinafter defined) under this Note, or (iii) the Maturity Date (as hereinafter defined) on this Note, whether by acceleration or otherwise, interest shall accrue on the amount of principal balance outstanding hereunder at the Default Rate. The Default rate shall be twelve and one-eighth percent (12.125%) per annum, and shall be payable on demand.

Interest on this Note shall be calculated on the basis of a 360-day year, 30-day month and the actual number of days elapsed in any portion of a month for which interest may be due.

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 of 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, laying and being in the City of Palos Heights, State of Illinois, as described on Exhibit A annexed hereto which, with the property hereinafter described, is referred to herein as the "Premises".

TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, 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

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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.

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 rebuilding and buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request, exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alternations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements 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 or monies 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 ten 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 hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make 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 monies paid for any of the purposes herein authorized and all expenses paid or incurred in monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 12.125% percent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee of 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 thereof.

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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 or 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 (3) days, said option to be exercised at any time after the expiration of said three (3) 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers, charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, 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 such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 12.125% 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 of any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations 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 overplus 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 then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed a 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 foreclosure suite and in case of a sale and a deficiency, during the full statutory period of redemption,

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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 be unusual 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 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 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 thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the 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 the 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 Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. At all times during the term of this Trust Deed, the First Party, by and through its beneficiaries, shall carry or cause to be carried and delivered to the holder of the note:

A. Paid up insurance policies insuring the improvements from time to time constituting a part of the premises herein conveyed against loss or damage by fire, theft, vandalism, malicious mischief and those risks included in the broad form "extended coverage" as permitted in the State of Illinois and if the subject premise or any part thereof are leased, rental

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insurance, during the term or terms of any such lease or leases, in an amount equal to not less than nine (9) months cash rental under such lease or leases plus the operating costs under the lease or leases and the Lessee's or Lessees' annual liability for taxes and insurance as provided in the lease or leases.

B. All such insurance policies shall at all times be in an amount at least equal to \$2,400,000.00 and shall contain an eighty percent (80%) co-insurance clause; be in form and substance and with companies acceptable to the holder or holders of the note secured hereby; bearing a non-contributory first mortgage endorsement in favor of the holder of the note, or the Trustee herein, as their interest may appear; be deposited with the holder of the note along with renewals and replacements thereof, with premiums paid. Every such policy shall contain an agreement by the insurer thereof that such policy shall not be cancelled without at least ten (10) days prior written notice to the holder of the note, or the Trustee herein, pursuant to the loss payable clause.

C. (i) In the event of loss or damage, the proceeds of insurance shall be made available to the Mortgagor for repair and restoration, provided: (a) the proceeds are deposited with the Mortgagee; (b) there is no default under the terms of the Note, Mortgage, or any other instrument securing the indebtedness; (c) the insurance carrier does not deny liability to a named insured; (d) the Mortgagee shall be furnished with an estimate of the costs of restoration accompanied by an architect's certification as to such cost and appropriate plans and specification; (e) if the estimated costs of reconstruction shall exceed the proceeds available Mortgagor shall furnish a bond of completion or such other evidence satisfactory to the Mortgagee of the Mortgagor's liability to meet with excess costs; (f) disbursement of the proceeds during the costs of reconstruction shall be upon an architect's certification as to the cost of the work done and evidence that there are no liens arising upon the reconstruction. No payment made prior to the final completion of 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 the said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the costs of completion of the work free and clear of liens; (g) final payment shall be upon an architect's certificate and certification by one of the Mortgagee's appraisers as to completion in accordance with plans and specification. The building and improvements so restored or rebuilt are to be at least equal value and of substantially the same character as prior to the damage or destruction. In all other cases the proceeds of the loss under any policy shall be paid over to the Mortgagee.

C. (ii) Proceeds of rental insurance shall be paid to the holder of the note for use in paying amounts which become due under the note and this Trust Deed, with the balance, if any, to be used be First Party for the operation or repair of the demised premises.

C. (iii) Notwithstanding any other provision of this Trust Deed or the Note secured hereby, no application of insurance proceeds to the indebtedness shall result in a prepayment premium being charged.

12. At all times until the lien of this Trust Deed is released, First Party, by and through its beneficiaries, shall:

A. Furnish to the holder of the note within ninety (90) days after the close of each fiscal year of the operation of the demised premises, annual operating statements, in form and detail satisfactory to the holder of the note, either prepared by a certified public accountant acceptable to the holder of the note or certified by an affidavit of the beneficiaries for the First

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Party;

B. Not permit or accept any prepayment of rent for more than thirty (30) days under any lease of the demised premises without the prior written consent of the holder of the note and further agrees to give notice to each tenant of the terms of this provision.

C. Cause to be performed all obligations of the Lessor under any and all leases of all or any portion of the demised premises;

D. Not permit any lien junior to the lien hereof to attach to or remain on the demised premises as a result of borrowing by the First Party or any other person or entity without the prior written consent of the Holder of the Note secured hereby.

E. Provide that any furniture or furnishings owned or by First Party, or its beneficiaries which are, at any time, used in the operation of the demised premises, shall be constituted part of the security for said loan and shall be deemed part of the premises herein conveyed, and shall be free of liens prior or superior to the holder of the note's first lien thereon.

13. A. The First Party, by and through its beneficiaries, agrees to deposit with the holder of the note, or such other person or entity designated by said holder (holder of the note or such other party as designated herein being referred to as "Holder") in a written notice to First Party, or its beneficiaries, on the first day of each month an amount sufficient in the opinion of the Holder to create and maintain an adequate reserve fund from which to pay all taxes, assessments and other charges involving the demised premises as they become due and all insurance premiums for policies described herein. Such fund shall be held by the Holder for the use described in this paragraph only, and shall be held without liability for the payment of interest thereon. The First Party, or its beneficiaries, shall deliver to the Holder all bills for such taxes, assessments or other charges received by the First Party or its beneficiaries.

The Holder, upon receipt of the bills, shall pay from such fund taxes, assessments, other charges and all insurance premiums as they become due. In the event that paid bills are delivered to the Holder, then the Holder agrees to reimburse the party or parties providing said paid bills. The Holder shall not be required to determine the accuracy of any bills or the validity of any such taxes, assessments or charges so long as the tenant under the lease, or tenant under any other approved provision of this paragraph 13 by making such deposits with the holder. Such deposits shall be held and disbursed pursuant hereto and the First Party shall be deemed to have complied with the provisions hereof.

13. B. To the extent that the deposits described in paragraph A above are insufficient to pay the taxes, assessments and other charges described therein, the First Party or its beneficiaries shall pay before penalties accrue all taxes, assessments and other charges involving the demised premises and deliver to the Holder at least ten (10) days prior to the due date thereof receipts evidencing payment of such items. If a law is enacted deducting mortgage liens from the value of Illinois land for the purpose of real estate taxes which has the effect of requiring the Holder to pay any real estate taxes or the equivalent thereof in respect of the demised premises, then unless First Party to its beneficiaries pay such tax or such portion thereof or reimburses Holder for any payment it may make within thirty (30) days following written request therefor from the Holder, a default in the Note and this Trust Deed securing same shall have occurred.

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13. C. Notwithstanding anything to the contrary contained in subparagraphs A and B above, the First Part shall be deemed to be in compliance therewith for any taxes, assessments or other charges involving the demised premises which are being contested by the First Party, or are being contested by the tenant in accordance with the provisions of a lease of the demised premises; it being understood that for this purpose the Holder shall be entitled to exercise all rights of the landlord that may be designated in such provisions in any such lease.

14. In the event the demised premises including the real estate, improvements and chattels thereon, shall be hereafter encumbered, sold or alienated without the prior written approval of the holder of the note secured hereby, which approval shall not be unreasonably withheld, then and in any such event, the holder of said note may at its option and without notice declare the entire unpaid principal balance to be immediately due and payable. In order to obtain such approval at least sixty (60) days prior notice of any contemplated sale of the demised premises or transfer of any beneficial interest in the First Party, shall be furnished the Holder of the Note, which notice shall include the names and addresses of the prospective purchasers, the purchase price and such pertinent data concerning the prospective purchasers as is available to the First Party or its beneficiaries. Holder may condition approval on a change in the rate of interest, the term of the mortgage, payment of a fee or other change in the documentation.

15. A default in payment of any indebtedness due the Holder of the Note secured hereby by the beneficiaries of the First Party shall also constitute a default under the Note secured hereby.

16. There shall be no prepayment prior to December 1, 1992. Commencing on December 1, 1992 the entire unpaid principal balance may be paid in full at the option of the Maker upon sixty days prior written notice upon payment of a premium of six percent (6%) of the outstanding balance. The said premium of six percent (6%) shall be reduced in each subsequent loan year at the rate of one percent (1%) per annum to a minimum of two percent (2%). The term loan year shall refer to the twelve month period commencing on December 1 in each calendar year for all purposes. In the event Holder exercises its right to accelerate the maturity date following default by Mortgagor, any tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made thereafter at any time prior to a foreclosure sale, either by Mortgagor, its successors or assigns or by anyone in behalf of Mortgagor, shall be deemed to constitute evasion of the prepayment privilege and shall be deemed to be voluntary prepayment herein and such prepayment, to the extent permitted by law, shall include the premium required to be paid under the prepayment privilege set forth herein. If such occurrence takes place prior to the sixth (6th) loan year then the agreed premium due and owing on the unpaid indebtedness shall be eighteen percent (18%).

THIS TRUST DEED is executed by WORTH BANK & TRUST COMPANY, 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 Bank, 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 Note contained shall be construed as creating any liability on the said First Party or on said Chicago Title and Trust Company 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,

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and that so far as the First Party and its successors and said Chicago Title and Trust Company personally as 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.

IN WITNESS WHEREOF, WORTH BANK & TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ~~Vice President~~ <sup>Assistant Vice President and Controller</sup>, and its corporate seal to be hereunto affixed and attested by its ~~Assistant Secretary~~ <sup>Vice-President and Trust Officer</sup>, the day and year first above written.

October 22, 1987  
WORTH BANK & TRUST COMPANY AS TRUSTEE; and not personally under Trust Agreement #3982; dtd. July 9, 1985.

ATTEST:

ATTEST:

*[Signature]*  
~~Assistant Secretary~~  
V.P. & Trust Officer

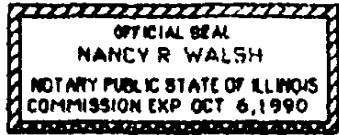
BY: *[Signature]*  
Asst. Vice President & Controller

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 Joan E. Meyer, Asst. V.P. & Cont. and Richard T. Topps, V.P. & T.O. of WORTH BANK & TRUST COMPANY, an Illinois corporation, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. V.P. & Controller and V.P. & T.O. 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 Illinois corporation for the uses and purposes therein set forth; and the said Asst. V.P. & Controller then and there acknowledged that said V.P. AND TRUST OFFICER as custodian of the corporate seal of said corporation did affix the corporate seal of said corporation to said instrument as said V.P. & T.O.'s own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of October, 1987.

*[Signature]*  
Notary Public



COOK COUNTY, ILLINOIS  
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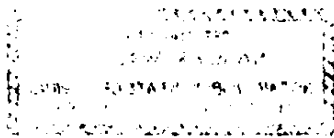
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## EXHIBIT A

Lot 1 in Feeley's College Drive and 74th Avenue Subdivision of part of the Southeast 1/4 of the Southeast 1/4 of Section 24, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PTNH 23-24-406-014-0000

7340 COLLEGE DRIVE

PALOS HEIGHTS, IL

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Mail Union Labor Life Insurance Co  
111 Massachusetts Avenue, N.W.  
Washington, D.C. 20001

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