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TRUST DEED

87655671 6 5 5 6 7 1



DEPT-01 RECORDING 316 25
T#2222 TRAN 5397 12/11/87 11 51 00
#2553 USE ONLY 87-655671
COOK COUNTY RECORDER

CTTC 2

THE ABOVE SPACE FOR RECORDER'S USE ONLY

8700787

THIS INDENTURE, made December 9, 1987, between LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated October 9, 1987 and known as Trust Number 112740 and ~~the Trust Agreement~~ a corporation organized under the laws of ~~Illinois~~, herein referred to as "Mortgagor", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note in the Principal Sum of Four hundred fourteen thousand eight hundred twenty four (\$414,824.00) ----- DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER ELL BUILDING CORPORATION

and delivered, in and by which said Principal Note the Mortgagor promises to pay the said principal sum on December 7, 1992 with interest thereon from December 10, 1987 until maturity at the rate of 8.5 per centum per annum, payable ~~semi-annually~~ ^{monthly} on the 7 day of each month and thereafter ~~in each year~~; all of said principal and interest bearing interest after maturity at the rate of 12 per cent 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 Ell Building Corporation, c/o Mr. Ron Litt, 4150 Litt Drive, Hillside, Illinois 60162. In said City,

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the Village of Hillside, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

which is legally described on Exhibit A which is attached hereto and made a part hereof by this reference.

Commonly known as address: Southwest corner of Butterfield Road and Geneva Avenue Hillside, Illinois

Permanent Real Estate Index Number:

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 Mortgagor may be entitled thereto (which are pledged primarily 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, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagor 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.

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

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the ~~of said corporation.~~ of said corporation.

Said resolutions further provide that the principal note herein described may be executed on behalf of said corporation by its ~~ONE TRUSTEE'S RIDER ATTACHED HERETO AND MADE A PART~~

LaSalle National Bank, as Trustee under Trust Agreement dated October 9, 1987 and known as Trust Number 112740 ~~is not personally~~ ASSISTANT VICE PRESIDENT

Corporate Seal ATTEST: *[Signature]* ASSISTANT SECRETARY

STATE OF ILLINOIS, }
County of COOK } SS. I, Nancy A. Seathorn
a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
[Signature] Assistant Vice President of the LaSalle National Bank
and *[Signature]* Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company, 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 Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of December, A.D. 1987.

[Signature]
NOTARY PUBLIC

Notarial Seal

My Commission Expired 4-28-90

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Rider Attached to and Forming a Part of the Trust Deed, Made December , 1987 by and between LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated October 9, 1987 and known as Trust Number 112740, as Mortgagor, and Chicago Title and Trust Company, as Trustee

18. Mortgagor has deposited with the holder of the Principal Note ("Noteholder") the sum of \$ 29,500.00 to be used for the payment of the 1987 real estate taxes on the premises when they become due and payable. In addition, Mortgagor covenants and agrees to deposit simultaneously with each payment due under the Principal Note, a sum equal to one-twelfth (1/12) of 110% of the most recent ascertainable tax bill for the premises. All such deposits are to be held without any allowance of interest and are to be used for the payment of taxes on the premises when they become due. If such funds deposited with the Noteholder are insufficient to pay such taxes for any year and when the same shall be due and payable, Mortgagor shall, within ten (10) days after receipt of demand therefor, deposit such additional funds as may be necessary to pay such taxes in full. If the funds so deposited exceed such taxes for any year, the excess shall be applied on a subsequent deposit or deposits.

19. Evidence of such insurance coverage for a period of one year from the date of this Trust Deed shall be delivered to the Noteholder at closing. In case of loss, the Noteholder on behalf of the Trustee is hereby authorized either (a) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case, the Noteholder is authorized to collect and receive any such insurance money. Insurance proceeds may, at the option of the Noteholder, either be applied in payment or reduction of the indebtedness secured hereby, whether due or not, or be held by the Noteholder and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on the Premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon the Noteholder being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Noteholder may reasonably require and approve. If the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, the Noteholder shall also be furnished with all plans and specifications for such rebuilding or restoration as the Noteholder may reasonably require and approve. No payment made prior to the final

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completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Noteholder shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

20. In the event that the premises described in this Trust Deed which secures payment of the Principal Note or any interest therein including the beneficial interest in any land trust holding title to the premises is sold, transferred, assigned, or pledged, without the prior written consent of the holder of the Principal Note, the obligation under the Principal Note shall become, at the option of the Noteholder, immediately due and payable upon such sale, transfer, assignment or pledging.

21. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Trust Deed, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives, any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor to the extent permitted by any law, now or hereafter in effect, hereby waives any and all rights of this Trust Deed on its behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

Mortgagor:

LaSalle National Bank,
a national banking association,
as Trustee under Trust
Agreement dated October 9, 1987
and known as Trust Number 112740

By: 
Assistant Vice President

ATTEST:


Assistant Secretary

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EXHIBIT A

Lots 8, 9 and 10 (except that part taken for widening of Washington Boulevard) and all that part of Lots 11 and 12 and adjoining vacated alleys lying Westerly of a straight line, said line being the extension to the Southeast of the Westerly line of Lot 7 to its intersection with the South Line of Lot 12, extended East, also all of Lots 13, 14, 15 and half of the adjoining vacated alley, all in Block 4, also Lots 1, 2, 35 and 36, in Block 5, together with all of vacated Geneva Avenue lying between Blocks 4 and 5 in Thomas Rowan's Subdivision, described as lying North of the Northerly Line of the Chicago and Great Western Railway and Southerly of the Northerly Line of Lot 36 in Block 5 extended to the West Line of aforesaid Block 4 all in Thomas Rowan's Subdivision of Lots 1 to 6, 15 to 23, 32 to 37, and 42, 43, 48, 49, 50, 55, 57, together with vacated street between said Lots 2, 3 and 4, all in J. H. Whiteside and Company's Madison Street Addition, in Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Cook County Clerk's Office

EXHIBIT A

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EXHIBIT A (continued)

Permanent Real Estate Index Nos.:

15-08-420-001, Vol. 159-	lot 8, 9, 10	} HCO
15-08-420-028, Vol. 159-	lot 11, 12	
15-08-420-011, Vol. 159-	lot 13	
15-08-420-012, Vol. 159-	lot 14	
15-08-420-013, Vol. 159-	lot 15	} GED
15-08-419-010, Vol. 159-	lot 2	
15-08-419-011, Vol. 159-	lot 1	
15-08-419-012, Vol. 159-	lot 3b	
15-08-419-013, Vol. 159-	lot 35	

WN.

Commonly Known As Address:

4159-4163 Butterfield Road,
Hillside, Illinois

Property of Cook County Clerk's Office

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED ON MORTGAGE
DATED December 9, 1987 UNDER TRUST NO. 112740

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 112740 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, or express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

Property

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