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- 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, local or otherwise, 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 shall Trustee 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 hereunder.
- 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 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 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. The Rider is attached hereto and made a part hereof.

This Trust Deed is executed by the LaSalle National Bank, 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 LaSalle National 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 said First Party or on said LaSalle National Bank personally to pay 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 successors and said LaSalle National Bank 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, or 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, LaSalle National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

By [Signature] Assistant Vice President  
 Attest [Signature] Assistant Secretary

STATE OF ILLINOIS }  
 COUNTY OF COOK } S.S.

I, Harriet Denisewicz  
 a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that

Corinne Bek Assistant Vice President of the LaSalle National Bank and  
Rita Slimm Welter Assistant Secretary

of said Bank, who are 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 to me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and said Assistant Secretary then and there acknowledged that, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the purposes therein set forth.

30th day of December AD 19 87

"OFFICIAL SEAL" Given under my hand and Notarial Seal, this  
Harriet Denisewicz  
 Notary Public, State of Illinois  
 My Commission Expires 2-1-30-1-91

[Signature]  
 Notary Public

87682534

The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No 724157  
 CHICAGO TRUST & TRUST COMPANY, TRUSTEE

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.

Document prepared by and after recording return to:  
 Abby F. Jensen, Lord, Bissell & Brook, 115 S. LaSalle,  
 Chicago, Illinois 60614  
[Signature]  
 ASST. SECRETARY

BOX 333 - GG

COOK COUNTY, ILLINOIS  
 FILED FOR RECORD

1987 DEC 31 PN 12 00

87682534

Box No. \_\_\_\_\_  
 Trust Deed  
 LaSalle National Bank  
 as Trustee

To \_\_\_\_\_  
 Trustee

The Above Space for Recorder's Use Only  
[Signature]  
 LaSalle National Bank  
 125 South LaSalle Street  
 Chicago, Illinois 60690

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RIDER ATTACHED TO AND MADE A PART OF TRUST DEED DATED DECEMBER 30, 1987 BY LASALLE NATIONAL BANK, AS TRUSTEE U/T/A DATED DECEMBER 23, 1987 AND KNOWN AS TRUST NO. 1129277 ("MORTGAGOR") TO SECURE A NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$899,597.90 TO VILLAGE PLAZA OF BUFFALO GROVE, LTD. ("MORTGAGEE").

R-1. THIS PRESENT TRUST DEED (HEREINAFTER "THE MORTGAGE") IS A JUNIOR MORTGAGE and is wholly subject and subordinate to that certain mortgage to Mid-North Financial Services, Inc. securing a note in the original principal amount of \$1,100,000.00 recorded as document number 27427784, as amended by Amendatory Agreement dated July 15, 1986 and recorded as document number 86354678 (the "First Mortgage").

R-2. In addition to any other event specified herein permitting the acceleration of the principal balance due hereunder, if at any time for any reason the First Mortgage is accelerated, then Mortgagee, at its option, shall have the right to immediately accelerate the entire balance then remaining due under this Mortgage.

R-3. In addition to any other event of default specified herein, any event constituting a default under the First Mortgage shall also constitute a default under this Mortgage and shall entitle Mortgagee to each and all of the rights and remedies it has in the event of default, either at law or at equity or as otherwise set forth herein.

R-4. Mortgagor shall keep all improvements at any time on the Premises insured at Mortgagor's expense against loss by fire, lightning, windstorms and extended coverage risks in companies to be approved by Mortgagee, in an amount at least equal to the principal balance remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall contain a mortgage loss payable clause naming Mortgagee hereunder and Mortgagor shall deliver the policies or certificates therefore to Mortgagee. Such policies shall provide that they cannot be cancelled without at least thirty (30) days prior notice to Mortgagee (and to any other mortgagee covered thereby). Such policies shall be in form and with companies satisfactory to each mortgagee covered thereby. The parties expressly agree that it shall be Mortgagor's responsibility to provide and pay for such insurance policies or certificates thereof as may be required by the First Mortgage. Notwithstanding the foregoing, the Mortgagee acknowledges that its rights and Mortgagor's obligations hereunder are subject and subordinate to the rights of First Mortgagee.

R-5. Mortgagor, being duly authorized to do so by the trust instrument or by any persons having a power of direction over the trustee, for itself and its successors and assigns, does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this Mortgage.

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R-6. In the event of default hereunder, in addition to any other rights and remedies available to Mortgagee, Mortgagee may make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, including but not limited to making full or partial payments of principal or interest on the First Mortgage, any other prior encumbrances, and/or purchase, discharge, compromise or settle the First Mortgage, any tax lien, other prior lien or claim thereon, redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment thereon. All funds paid pursuant hereto and all expenses paid or incurred in connection herewith, including reasonable attorneys' fees, and any other funds advanced by Mortgagee to protect the premises and the lien hereof, shall be considered to be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest charged thereon at the default rate. Inaction of Mortgagee shall never be considered as, or deemed to be, a waiver of any right accruing to it on account of any default on the part of Mortgagor.

R-7. Except for a transfer to any entity in which Richard Kaplan is a general partner, it shall be an immediate default of Mortgagor hereunder if, without Mortgagee's prior written consent, Mortgagor sells, transfers, assigns, conveys, liens, pledges, mortgages, or encumbers the Premises or any part thereof or interest therein. Upon such default, Mortgagee may, at its sole option, declare all indebtedness secured hereby immediately due and payable.

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## EXHIBIT A

### PARCEL 1:

LOT "A" IN ARLINGTON ADDITION TO BUFFALO GROVE, BEING A SUBDIVISION IN SECTION 4 AND 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 2:

THAT PART AND PARCEL OF LAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

#### TO-WIT:

COMMENCING AT THE POINT OF INTERSECTION OF SECTION 4 AND SECTION 5 IN THE TOWN OF WHEELING AND FOLLOWING THE SOUTHERLY LINE OF SECTION 5 FOR 405 FEET TO A WESTERLY POINT ON SAID LINE, THENCE FOLLOWING A LINE IN A NORTHERLY DIRECTION PARALLEL WITH THE EASTERLY LINE OF SECTION 5 FOR A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 199 FEET; THENCE FOLLOWING A LINE IN A WESTERLY DIRECTION PARALLEL WITH THE SOUTHERLY LINE OF SECTION 5 FOR 175 FEET TO A POINT, THENCE FOLLOWING A LINE IN A SOUTHERLY DIRECTION PARALLEL WITH THE EASTERLY LINE OF SECTION 5 FOR A DISTANCE OF 199 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH AFORESAID SOUTHERLY LINE OF SAID SECTION 5; THENCE EASTERLY ON LAST DESCRIBED PARALLEL LINE, 175 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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