



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 15, 1986, between WILLIAM M. KARLYN and JEROME R. GROTHJAN

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One hundred and two thousand and one hundred and 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Arlington Trust Company, a Massachusetts Corporation

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December, 1986 on the balance of principal remaining from time to time unpaid at the rate of 9.5 per cent per annum in instalments (including principal and interest) as follows:

One thousand sixty-six and 17/100 Dollars or more on the 1st day of February 1987 and \$1,066.17 Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of January, 1992. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 18 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 as directed. in said City,

NOW, THEREFORE, the Mortgagors 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Unit No. D, in Morse Avenue Industrial Condominium as delineated on a survey of the following described real estate: Lot 2 in Edgewood Construction Company Resubdivision of Lot 29 in Block 7 in Centex Schaumburg Industrial Park, Unit 107, being a Subdivision in the North 1/2 of Section 33, Township 41 North, Range 10

1010 Morse Avenue, Unit D, Schaumburg, Ill.

P.I.N. 7-33-102-057-0000

12.00

See Addendum attached hereto and made a part hereof.

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 Mortgagors 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, 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 mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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 mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

WILLIAM M. KARLYN

JEROME R. GROTHJAN

STATE OF ILLINOIS, County of Cook, I, Nancy J. Himmels, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William M. Karlyn

who is personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23 day of dec 1986.

Nancy J. Himmels Notary Public

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Prepared by mail to Delia LAMBORIS 200 E. Northwest Highway code 7 PAULINE BOZ 330-CA DB

ADDENDUM TO TRUST DEED

1. That in the event of loss, mortgagor will give immediate notice to mortgagee, mortgagee may make proof of loss if not made promptly by mortgagor; and in the event of loss, each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the mortgagee instead of to the mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the mortgagee at its option either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged.
2. To pay on demand to the mortgagee, or the mortgagee may at its option add to the principal balance then due any sum or sums advanced or paid by the mortgagor on account of any default, of whatever nature, by the mortgagor, or any sum or sums advanced or paid by the mortgagee, whether before or after default, for taxes, assessments, water bills, repairs, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sum or sums paid by the mortgagee, including reasonable attorney's fees, in prosecuting, defending, or intervening in any legal or equitable proceeding, wherein any of the rights created by the mortgage are, in the sole judgment of the mortgagee, jeopardized or in issue or for any other purpose provided for herein; and to use for any of these purposes or for the repayment of any amounts so paid by the mortgagee any sums credited to the mortgagor as interest, tax escrow money or otherwise;
3. That upon any default in any covenant or condition of this mortgage or the note or other agreement secured hereby, the mortgagee to cure such default, may apply any property or any deposits or any sums credited by or due from the mortgagor to the mortgagor without first enforcing any other rights of the mortgagee against the mortgagor, against any endorser or guarantor of the mortgage note, or against the mortgaged premises;
4. That in case any default, in any covenant or condition of this mortgage or other agreements referred to herein, the entire mortgage debt shall become due at the option of the mortgagee, and the mortgagee shall have, in addition to all other rights provided herein, the right to enter immediately upon and take possession of the mortgaged premises without consent or assignment by the owner thereof and without the commencement of any action to foreclose said mortgage and shall have the farther right to collect and receive all rents and profits arising out of and in connection with the mortgaged premises and to apply the same (after the payment of charges and expenses incurred by the Bank in connection with the operation of said premises, including any managing agent's commission) toward any sums due the mortgagee under the terms hereof and of said note;
5. That no waiver of any default or other indulgence shall be effective unless expressed in writing executed by the mortgagee, and the failure of the mortgagee to enforce strict performance of any of the terms and conditions of this mortgage or its acceptance of any payment due hereunder after any default or breach hereof shall not be deemed a waiver of any right or remedy that the mortgagee may have and shall not constitute a waiver of any such default or breach;
6. In the event that any check or other item paid by the mortgagee causes an overdraft in any deposit account maintained by the undersigned with the mortgagee, the same shall constitute an additional advance pursuant to the obligation hereby secured, repayable on demand, and shall be secured by this mortgage. All such overdrafts in any deposit account shall bear interest at the rate set forth in the note or other instrument hereby secured or such higher rate as may be set forth in any other documents evidencing loans from the mortgagee to the mortgagor;
7. That the mortgagor will not sell, transfer, lease, alienate, mortgage or otherwise voluntarily encumber the mortgaged premises or any part thereof without the prior written consent of the mortgagee and for breach of this covenant, the entire debt secured hereby shall become immediately due and payable at the option of the mortgagee; that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the mortgagor, the mortgagee may, without notice to the mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the mortgagor, without in any way vitiating or discharging the mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the mortgagee, and no extension of the time for payment of the debt hereby secured given by the mortgagee shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein, either in whole or in part, notice of any such extension or indulgence, being waived.
8. That the mortgagor hereby assigns to the mortgagee as additional security all present or future rents and profits of said premises; provided that the mortgagor may, unless otherwise directed by the mortgagee, retain the said rents and profits until such time as a default occurs in the performance of any covenant, condition or agreement in this mortgage or in the provisions of the note secured hereby. The mortgagor, upon request, agrees to assign in form satisfactory to the mortgagee as additional security any and all leases of said premises now or hereafter executed. The mortgagor authorizes the holder hereof, as attorney irrevocable of the mortgagor, to assign the rents and profits as above provided and any lease not assigned after request;
9. That in the event of foreclosure sale under this mortgage, the mortgagee and its successors and assigns are hereby authorized and empowered to assign and transfer to the purchaser at the sale all insurance policies, leases, licenses and permits pertaining to the mortgaged premises and their use. Also, in the event of a foreclosure, the mortgagor assigns to the mortgagee any and all claims, rights and causes of action which he has or may have against any corporation, company, trustee or individual arising in connection with said mortgaged premises and affecting the value of said mortgaged premises. The mortgagor further agrees to indemnify the mortgagee, if it elects to prosecute any such claim, right or cause of action, for any and all costs and expenses incurred thereby.
10. That in case of a taking of the mortgaged premises or any part thereof by any public authority pursuant to the power of eminent domain, the proceeds of all judgments and awards of damages and of all settlements made by the parties in interest shall be paid to the mortgagee, and the mortgagee may apply such part or all of such proceeds against the obligations of the mortgagor hereunder and under the note as the mortgagee may determine or the mortgagee may release the same to the owner of the premises.
11. That for a period of one year from the date hereof, any material misrepresentation in the application for this loan shall entitle the mortgagee to exercise the rights set forth herein in the event of a default;
12. That wherever notice, demand or a request may properly be given to the mortgagor or his successor in title under this mortgage, the same shall always be sufficient to serve as a notice, demand or request hereunder if in writing and posted in the United States mail by regular mail, postage pre-paid, addressed to the mortgagor or his successor in title at the address given in this mortgage as the mortgagor's address or the business address of the mortgagor or his successor in title last known to the mortgagee, and any such notice, demand or request shall be treated as having been given upon such deposit in the United States mails, and a notice so addressed shall always be a sufficient notice, notwithstanding a change in the ownership of the equity of redemption of the property, whether or not consented to by the mortgagee or the non-delivery of same by United States mail; and where more than one person constitutes the mortgagor, one notice sent to the address given in this mortgage as the mortgagor's address or the last known business address of any one of them shall constitute sufficient notice to all.
13. That if any one or more of the provisions of this mortgage is found to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not limit or impair enforcement of any other provision hereof;

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> Jerome R. Grotzjan

William M. Kalyan - by Jerome R. Grotzjan

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CRIME REPORT OF LABORATORIA

The following information was obtained from the examination of a specimen submitted to the Laboratory for the purpose of identifying the same. The specimen was received from the Chicago Police Department on 10/15/55 and was identified as a specimen of the same as that submitted to the Laboratory on 10/15/55.

The specimen was examined and the results of the examination are as follows: The specimen was found to be a specimen of the same as that submitted to the Laboratory on 10/15/55. The specimen was found to be a specimen of the same as that submitted to the Laboratory on 10/15/55. The specimen was found to be a specimen of the same as that submitted to the Laboratory on 10/15/55.

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Property of Cook County Clerk's Office

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