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BOX 380-CA

MAIL TO: Mr. Richard [unclear] 305 [unclear] 57 [unclear]

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Assistant Secretary, Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY

IMPORTANT:
FOR THE PROTECTION OF BOTH THE BORROWER AND
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD

1. Mortgages shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mortgages or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 holder of the note; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use hereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest at the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have in force a fire, lightning and flood policy providing for payment by the insurer) and shall pay the cost of such insurance. Mortgages shall pay in full under protest at the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

4. In case of default hereunder, Trustee or the holder of the note may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien on the premises hereunder from any tax lien or other lien or from any tax or assessment. All money paid for any of the purposes herein mentioned and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money so paid by Trustee or holder of the note to protect the mortgaged premises, shall be a first lien in priority to the mortgage hereunder and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the rate of interest on the note.

5. The Trustee or the holder of the note hereby secured hereby authorized to take or to cause to be taken any action which may be necessary to enforce the provisions of this mortgage and to take or to cause to be taken any action which may be necessary to enforce the provisions of this mortgage and to take or to cause to be taken any action which may be necessary to enforce the provisions of this mortgage.

6. Mortgages shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, at the office of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, at the option of the holder of the note, be added to the principal of the note, and shall bear interest at the rate of interest on the note.

7. 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 of the note for all taxes, interest, penalties, charges, expenses, attorney's fees, publication costs and costs (whether or not actually incurred) for the collection of the note, and for the cost of recording this mortgage and for the cost of recording this mortgage and for the cost of recording this mortgage.

8. All costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, shall be a first lien in priority to the mortgage hereof. In any such proceedings, Mortgages shall be deemed to have authorized the Trustee or holder of the note to take any action which may be necessary to enforce the provisions of this mortgage and to take or to cause to be taken any action which may be necessary to enforce the provisions of this mortgage.

9. Upon or at any time after the thing of a debt is paid, the court in which such debt is filed may appoint a receiver of the property of the mortgagor as between himself and the mortgagee, and may appoint and remove a receiver of the property of the mortgagor as between himself and the mortgagee, and may appoint and remove a receiver of the property of the mortgagor as between himself and the mortgagee.

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party intercepting same in an action at law upon the note hereby secured.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be granted for that purpose.

12. Trustee has no duty to examine the title hereon, existence or condition of the premises, or to inquire into the validity of the signatures or of the identity, or authority, of persons who may execute or deliver the note hereof, or to be liable for any act of omission hereunder, except in case of his own gross negligence or misconduct or of that of the agents or employees of Trustee, and it may require indemnification to be given by the mortgagor.

13. Trustee shall retain title to the premises until the note hereof has been paid and until the full amount of the note and interest thereon has been paid. Trustee shall retain title to the premises until the note hereof has been paid and until the full amount of the note and interest thereon has been paid.

14. Trustee may assign by instrument in writing filed in the office of the Recorder of Deeds or Registrar of Titles in which this instrument shall have been recorded or filed in case of the recording of this instrument, the then Recorder of Deeds or the Registrar of Titles, in which the instrument is recorded, all or part of the rights, powers and authority herein granted to Trustee by this instrument to the Recorder of Deeds or Registrar of Titles in which this instrument shall have been recorded or filed in case of the recording of this instrument, the then Recorder of Deeds or the Registrar of Titles, in which the instrument is recorded.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note hereof, whether or not such persons shall have executed the note or this Trust Deed. This word "note" when used in this instrument shall be construed to mean "Trust Deed" when those words are used together.

16. Before recording this Trust Deed, Trustee or Mortgages shall require for its services a fee as determined by its rate schedule in effect when the note hereof is recorded. Trustee or Mortgages shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the Trust and Trustee's Act of the State of Illinois shall be applicable to this Trust Deed.

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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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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 Percent 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 13 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 successor 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, IL

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

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 unit 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 successor and assigns, forever, for the purposes, and up on 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 of [Signature] and Seal of Mortgagors the day and year first above written. [Signature] JEROME R. GROTHJAN [Signature]

State of Ill County of Cook

I, Thomas F. Samarra a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William M. Karlyn & Jerome R. Grothjan who

personally known to me to be the same person whose name subscribed foregoing instrument, appeared before me this day in person and THOMAS F. SAMARRA Notary Public, State of Illinois, do hereby certify that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. MY COMMISSION EXPIRES 2/28/93

Given under my hand and Notarial Seal this 15 day of March, 1987

Thomas F. Samarra Notary Public

*BEING RERECORDED TO CORRECT LEGAL DESCRIPTION.

exp. 6/25/89

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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 mortgagee 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 mortgagee 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 further 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 violating 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 mortgagee 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. Gaultman

William M. Kalyan by Jerome R. Gaultman

"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 14, WHICH SURVEY IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 86615281 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS."

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