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THIS INSTRUMENT, Made MARCH 3, 1987 between The First National Bank, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in Trust dated and duly recorded in Cook County, Illinois in pursuance of a Trust Agreement dated APRIL 15, 1980 and known as trust number 102339 herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY

UNOFFICIAL COPY

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 FIVE HUNDRED THOUSAND AND 00/100 DOLLARS made payable to BEARER THE FIRST NATIONAL BANK OF LINCOLNWOOD, A NATIONAL BANKING ASSN. 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 on the balance of principal remaining from time to time unpaid at the rate of 13.00 per cent per annum

as follows: on the 1st day of each month thereafter until the principal sum and interest thereon shall be paid in full.

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 installment unless paid when due shall bear interest at the highest lawful rate of interest, and all of said principal and interest being made payable at such banking house or trust company in

LINCOLNWOOD, 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 THE FIRST NATIONAL BANK OF LINCOLNWOOD, 6401 N. LINCOLN AVE., LINCOLNWOOD, IL. 60645.

NOW, THEREFORE, First Party to secure the payment of 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 whereof is hereby acknowledged, does by these presents grant, convey, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the VILLAGE OF SCHAUMBURG,

COOK AND STATE OF ILLINOIS, to wit:

LOT 9 IN WOODFIELD BUSINESS CENTER UNIT 4, BEING A RESUBDIVISION OF PART OF LOTS 10 AND 11 IN WOODFIELD BUSINESS CENTER, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IN ACCORDANCE WITH THE PLAT OF RESUBDIVISION THEREOF, RECORDED IN THE OFFICE OF RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 25419007.

APR 03 87 71-09-391D3

07-11-301-011  
710011

THIS INSTRUMENT WAS PREPARED BY CHARLES A. GREENSTEIN  
6401 NORTH LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS

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\*\*SEE DEFAULT RATE ON RIDER 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 First Party, its successors or assigns may be entitled thereto (which are pipes, conduits and on a par with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon, whether single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, including (without restricting the foregoing), screens, window shades, room doors and windows, floor coverings, inlaid 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 the real estate.

TO HAVE AND TO HOLD the premises unto 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 rebuild any 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 lien or charge to Trustee or to holders of the note; (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 alterations 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 of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby all in compliance 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 portion any act herebefore set forth in any form or manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior 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 moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys 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 hereinafter required 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 13.00 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 or 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.

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 of 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 days, said option to be exercised at any time after the expiration of said three 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) or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and advantages 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 13.00 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 or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after a final 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 moneys 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 as 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 full statutory period of redemption 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 are usual 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.

PROPERTY ADDRESS: 710 E. REMINGTON ROAD PERM. R.E.TAX NO. 07-11-301-011-0000  
SCHAUMBURG, IL.

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\*RIDER ATTACHED TO TRUST DEED DATED MARCH 3, 1987 BY AND BETWEEN LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 102339 DATED APRIL 15, 1980, AND THE FIRST NATIONAL BANK OF LINCOLNWOOD

The indebtedness shall be reduced by payments in installments of \$ 499.66 plus interest on the 1ST day of MAY, 1987 and \$ 499.66 plus interest on the 1ST day of each month thereafter until said note shall be paid in full, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1ST day of APRIL, 1992. All of said payments on account of said indebtedness evidenced by said note shall first be applied to interest at the rate specified herein on the unpaid principal balance and the remainder to principal. Interest shall be computed on the basis of a 365-day year and charged for the actual number of days elapsed. Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate as herein described and shall bear interest after maturity or default at the rate of 5% per annum over the prime lending rate as herein described. It is agreed that the prime lending rate shall be determined by the highest "prime" rate as published daily in the "Money Rates" section of the Wall Street Journal. Any increase or decrease of the rate of interest shall be effective as of the date of such change.

Said payments are to be made at such banking house or trust company in the City of Lincolnwood, Illinois, as the legal holder of this note may, from time to time in writing appoint, and in the absence of such appointment, then at the office of The First National Bank of Lincolnwood, 6401 North Lincoln Avenue, Lincolnwood, Il. 60645, in said City.

In addition to the payments called for herein, Mortgagor shall deposit with the holder of this note monthly a sum equal to 1/12 of the annual real estate tax bill based upon the last ascertainable tax bill as Tax Reserve. All deposits made pursuant to this tax reserve clause shall be on a debtor-creditor relationship, and the holder of said reserve shall not be obligated to pay any interest thereon, same being specifically waived by the Obligor hereunder. Holder of said reserve does not assume the obligation of paying the real estate taxes and it shall remain the obligation of the Mortgagor to secure such funds from the reserve to pay such taxes when due.

## TRANSFER OF THE PROPERTY; DUE ON SALE

If all or any part of the premises or any interest in it is sold or transferred without the prior written consent of the holders of the Note hereby secured, the holders of the Note may, at their option, require immediate payment in full of all unpaid indebtedness secured by this Trust Deed.

If the holders of the Note exercise this option, they shall give First Party, its successors or assigns, notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which First Party, its successors or assigns, must pay all indebtedness secured by this Trust Deed. If First Party, its successors or assigns, fails to pay all the indebtedness prior to the expiration of this period, the holders of the Note may invoke any remedies permitted by this Trust Deed without further notice or demand on First Party, its successors or assigns.

THIS IS A BUSINESS PURPOSE LOAN - FULL RIGHT OF PREPAYMENT WITHOUT PENALTY GRANTED.

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