

UNOFFICIAL COPY

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TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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2100

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

71-22-632 D1

THIS INDENTURE, made May 1, 1987, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally but solely as Trustee under a Trust Agreement dtd. July 27, 1965 and known as Trust No. 22039 -- 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 FOUR HUNDRED THOUSAND AND NO/100 (\$400,000.00)

----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BERKELEY~~ SALK, WARD & SALK, INC., 55 E. Monroe St., 46th fl., Chicago, IL. 60603

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 9-1/2 percent per annum in instalments (including principal and interest) as follows:

FIVE THOUSAND NINE HUNDRED SIXTY-SIX AND 67/100 (\$5,966.67) Dollars or more on the 1st day of July 1987 and FIVE THOUSAND NINE HUNDRED SIXTY-SIX & 67/100 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 June, 1995. 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 Thirteen percent 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 SALK, WARD & SALK, INC., 55 E. ~~MONROE~~ Monroe St., 46th fl. Chicago, IL. 60603

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 Berkeley, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 12 and the East 79 feet as measured on the South line of Lot 13 in the Fosco Corporation Berkeley Industrial Development Unit "B", being a Subdivision of part of the South Half of the South East Quarter of Section 6, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 5656 W. McDermott Dr., Berkeley, IL., with PIN# 15-06-400-023-0000

MAIL TO:

THIS INSTRUMENT WAS PREPARED BY: HENRY W. KENOE, 25 E. Washington St., 10th fl., Chicago, IL. 60602

BOX 333 - GG - 1

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 other 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.

\_\_\_\_\_  
[ SEAL ] AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE AFORESAID [ SEAL ]  
\_\_\_\_\_  
[ SEAL ] \_\_\_\_\_ [ SEAL ]

STATE OF ILLINOIS, I, KAREN E. BURNS  
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT J. MICHAEL WIELAY  
Peter H. Johnson

who is personally known to me to be the same person as whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as they free and

"OFFICIAL SEAL"  
Under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Karen E. Burns  
Notary Public, State of Illinois  
My Commission Expires 8/27/90

MAY 28 1987

\_\_\_\_\_  
Karen E. Burns Notary Public

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
5656 W. McDevitt Dr.  
Chicago, Ill. 60607

HENRY W. KENOE  
LAWYER

MAIL TO:

CHICAGO TITLE AND TRUST COMPANY  
Identification No. 718622  
By *[Signature]*  
Assistant Secretary/Assistant Vice President  
TRUSTEE

FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTALLMENT NOTE SECURED BY THIS  
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and all other damage, where the lender is required by law to have its loan so insured under policies providing for payment by the insurance companies of moneys 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 in each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
2. Mortgagor shall pay all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and all other damage, where the lender is required by law to have its loan so insured under policies providing for payment by the insurance companies of moneys 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 in each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and 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 thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment, and any other money advanced by Trustee or authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or authorized and all expenses paid or incurred in connection therewith, plus reasonable compensation to Trustee for each matter concerning which action herein authorized 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 a rate equivalent to the post maturity rate set forth in the note considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
5. 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 law, or to the validity of any tax, assessment, sale, forfeiture, or other claim or title or claim thereon.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any agreement or arrangement of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any agreement of the Mortgagors herein contained.
7. When the indebtedness as hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon, in any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenses, fees, appraisals, costs, and other charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisals, costs, and other charges 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) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder 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 or the value of the premises. All expenses and charges of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise, the pre maturity rate set forth in the note, when paid or incurred by Trustee or holders of the note shall be a part of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in 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) proceedings for the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) proceedings for the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (d) proceedings for the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (e) proceedings for the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (f) proceedings for the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.
8. 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 then due and unpaid on the note, together with any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon or any time after the filing of a bill to foreclose the lien on 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 the filing of a bill to foreclose the lien on this trust deed, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver 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 Mortgagors, 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: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, interest, or other lien which may be or become due to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency; (c) the action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
10. Trustee or the holders of the note shall have the right to inspect the premises at reasonable times and access thereto shall be permitted for that purpose.
11. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or of the identity, capacity, or authority of the signatories on the note or trust deed, 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 be liable for any act 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 herein given.
12. 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 hereon to be filed 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 genuine note herein described any note which bears an identification number, reporting to be placed thereon by a prior Trustee hereunder or which conforms with the description herein contained of the note and which purports to be placed thereon and which conforms with the description herein contained of the original note and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
13. 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.
14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
15. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor 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 Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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# UNOFFICIAL COPY

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RIDER ATTACHED TO AND FULLY INCORPORATED AS PART OF TRUST DEED DATED MAY 1, 1987, BETWEEN AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED JULY 27, 1965, AND KNOWN AS TRUST NUMBER 22039, AS MORTGAGOR, AND CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE

In addition to the terms, conditions and provisions appearing in the printed form to which this Rider is attached and made a part thereof, the parties hereto further and additionally agree as follows:

## 17. WAIVER OF REDEMPTION.

THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF, AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OF JUDGMENT CREDITORS OF THE MORTGAGOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS TRUST DEED. MORTGAGOR DOES FURTHER REPRESENT THAT IT HAS BEEN AND IS AUTHORIZED AND EMPOWERED BY THE TRUST AGREEMENT AND BY ALL PERSONS HAVING A POWER OF DIRECTION OVER IT, AS SUCH TRUSTEE, TO EXECUTE THE FOREGOING WAIVER.

## 18. TAX DEPOSITS

In order to assure the payment of real estate taxes and special assessments (taxes) becoming due on the said premises:

- (a) The Mortgagor shall deposit with the holder of the Note secured hereby, on the first day of each and every month, commencing with the date the first payment of principal and interest shall become due on the indebtedness hereby secured, an amount equal to one-twelfth (1/12th) of the general real estate taxes last levied against the said premises provided, that in the case of the first such deposit, there shall be deposited in addition, an amount which, in addition to the monthly deposits made and to be made, shall be sufficient to pay the next installment of taxes when it becomes due. The amount of such deposits (herein generally called "tax deposits") shall be based upon the reasonable estimate of the holder of the Note secured hereby as to the amount of taxes next to be payable; and all tax deposits shall be held by the holder of the Note secured hereby without any allowance of interest thereon.
- (b) The holder of the Note secured hereby will, out of the tax deposits, upon the presentation of the bills therefor, pay the tax, or will, upon presentation of receipted bills therefor, reimburse the Mortgagor for such payments made by the Mortgagor. If the total tax deposits on hand shall not be sufficient to pay all of the tax when the same shall become due, then Mortgagor shall pay to the holder of the Note secured hereby on demand, any amount necessary to make up the deficiency. If the total of the tax deposits exceeds the amount required to pay the tax, such excess shall be credited on subsequent payments to be made for such items.
- (c) In the event of a default in any of the provisions contained in this Trust Deed, the holder of the Note secured hereby may, at its option, without being required so to do, apply any tax deposits on hand on any of the indebtedness hereby secured, in such order and manner as the holder of the Note secured hereby may elect. When the indebtedness hereby secured has been fully paid, then any remaining tax deposits shall be paid to the Mortgagor. All tax deposits are hereby pledged as additional security for the indebtedness hereby secured, and shall be held in trust to be irrevocably applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of the Mortgagor.

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## 19. ADDITIONAL SECURITY.

As additional security for the payment of the Note secured by this Trust Deed (and the provisions of this Rider) and for the faithful performance of all of the terms and conditions contained in this instrument, Mortgagor has:

- (a) Executed and delivered contemporaneously herewith, to the holders of the Note secured by this instrument as Secured Party, a Security Agreement, together with supporting financing statements, creating a security interest in and to the items of personal property used in connection with the operation of the building, located or to be located on the subject premises and whether now owned or hereafter acquired, and a security interest on tax deposits, insurance proceeds, condemnation awards and any other amounts held by the Mortgagee under this Trust Deed. It is covenanted and agreed that a default under said Security Agreement shall constitute a default hereunder. Said Mortgagor covenants and agrees to execute and deliver to the holders of the Note secured hereby, such further instrument or instruments as may be necessary or required to perfect and continue the lien of said Security Agreement until the indebtedness is fully paid.
- (b) Executed and delivered to the holders of the Note secured by this instrument, an Assignment of Leases assigning to SALK, WARD & SALK, INC., an Illinois corporation, all of its rights, title and interest as Lessor in and to any existing leases and in and to any leases hereafter negotiated and executed affecting the demised premises.
- (c) Executed and delivered to SALK, WARD & SALK, INC., an Illinois corporation, an Assignment of Rents assigning all of its rights, title and interest in and to all rents and other charges accruing and to accrue from the operation of the demised premises.
- (d) Placed, purchased, paid for and shall, for the term of this Trust Deed, place, purchase, pay for and maintain, fire, extended coverage insurance for the full insurable value of the mortgaged premises, together with public hazard and liability, property damage, boiler insurance, flood insurance, as required and available, rent loss insurance to cover principal, interest and taxes for not less than twelve months, and other insurance coverage required by the terms of any lease assigned under either of the instruments described in subparagraphs (b) and (c) of Paragraph 19 preceding. These requirements shall be in addition to the obligations expressed in Paragraph 3 of the Trust Deed, and to this extent, the said provisions are hereby modified and extended. All original policies of insurance, whether required under Paragraph 3 of the Trust Deed or of the extended provisions of this subparagraph (d), shall be deposited with SALK, WARD & SALK, INC.
- (e) All policies of insurance shall have loss payable clauses directing payment of all loss proceeds exclusively to the Mortgagee, and shall be written by companies acceptable to Mortgagee or holders of the Note secured hereby.

## 20. FIRE OR CASUALTY.

In the event the improvements on the premises described herein, or any part thereof, are damaged by fire or other casualty, the Mortgagor shall immediately notify the holder of the Note secured hereby, in writing. Any insurance proceeds receivable under any policy are hereby assigned to the holder of the Note secured hereby and shall, at the reasonable option and election of the holder of the Note, be applied to the repair and restoration of the premises in the event the damage, in the discretion of the holder of the Note, is incidental or partial, provided that the Mortgagor is not otherwise in default under the terms of this Trust Deed and the other security documents, and provided, further, that Mortgagee's reasonable requirements relating to the disbursement of the funds are complied with. Any unused insurance proceeds shall be applied in reduction of the loan balance. In the event the damage is substantial or in the opinion of the holder of the Note, materially affects the function of the property, the holder of the Note may, at its election, apply any insurance proceeds in reduction of the principal balance of the Note remaining due and unpaid.

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 01/11/2001 BY 60322 UCBAW/STP

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783817

PROPERTY OF COOK COUNTY

Property of Cook County Clerk's Office

## 21. OBLIGATIONS OF PARTIES IN POSSESSION.

The Mortgagor covenants and agrees, during the term of this loan, that all of the provisions, requirements and conditions of the Trust Deed, including those contained in this Rider, relating to the operation, maintenance and control of the premises, shall be binding upon and performed by any person or persons, corporation or other entity having physical possession, operation and control of the premises. Mortgagor expressly covenants that in any lease or other arrangement with any person or persons, corporation or entity in which possession, maintenance, operation and control of the property is conferred, there will be inserted effective and enforceable provisions and undertakings requiring such person or persons, corporation or other entity fully to perform and comply with all of the terms and conditions of this Trust Deed and Rider.

## 22. ANNUAL STATEMENTS.

Mortgagor covenants and agrees, during the term of this loan, to furnish to the holders and owners of the Note secured by this instrument, within ninety (90) days of the end of each fiscal year of its operation, detailed annual statements prepared by an independent accountant, showing the operation of the real estate described in this instrument. Annual statements required under the provisions of this Paragraph 22 shall include the financial data relevant to the ownership and operation of the real estate, and in the event the improvements thereon are operated by a lessee, the statements required shall include an audit of the operations of the lessee, which shall also be provided within ninety (90) days of the end of the fiscal year of the lessee. Each of such financial statements shall be comprehensive and reflect, in addition to other data, the following:

- Current rent roll, tenant roster.
- Gross rental income.
- Other income and source.
- Real estate taxes.
- Insurance.
- Operating expenses in reasonable detail.
- Depreciation deduction (for Federal Tax purposes).
- Federal Income Taxes.

In the event any such statement is not in form satisfactory to the holder of the Note, or any such statement is not furnished, the holder of the Note shall have the right to audit the books of the Mortgagor, the tenant and/or the Guarantor, if any, and the cost of such audit paid by the Mortgagor.

## 23. LITIGATION.

If any action or proceeding be commenced to which action or proceeding the holders of the Note or Trustee is made a party, or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the holders of the Note or Trustee for the expense of any litigation to prosecute or defend the rights and lien created by this Trust Deed, including reasonable counsel fees, shall become so much additional indebtedness secured hereby and immediately due and payable by Mortgagor, with interest thereon at the same rate per annum as the rate of interest payable on the Note.

## 24. USE OF LOAN PROCEEDS.

Mortgagor represents that it has been advised by the beneficiaries of Mortgagor that the proceeds of the Note secured by this Trust Deed shall be used for the purposes specified in Paragraph 4 of Section 6404 of Chapter 17 of the Illinois Revised Statutes (1981) and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said Paragraph.

718627

# UNOFFICIAL COPY

Section 10-10-100 of the Illinois Vehicle Code

Section 10-10-100 of the Illinois Vehicle Code states that any person who knowingly or recklessly obstructs or interferes with the performance of any duty of a law enforcement officer is guilty of a Class 4 felony. This includes any person who obstructs or interferes with the performance of any duty of a law enforcement officer who is acting in the course of his or her official duties.

Section 10-10-100 of the Illinois Vehicle Code

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51888

Person's Name

Property of Cook County Clerk's Office



## 25. SECURITY AGREEMENT AND FINANCING STATEMENT.

THIS TRUST DEED IS INTENDED BY THE PARTIES HERETO TO BE A SECURITY AGREEMENT AND A FINANCING STATEMENT WITHIN THE PURVIEW OF SECTION 9-402(6) OF THE UNIFORM COMMERCIAL CODE OF ILLINOIS (Illinois Revised Statutes, 1972 Supp., Chapter 26, Section 9-402(6)).

The name of the Debtor is as follows:

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a National Banking Association, not personally but solely as Trustee under a Trust Agreement dated July 27, 1965 and known as Trust Number 22039.

The address of the Debtor is as follows:

33 N. LaSalle Street  
Chicago, Illinois 60602

The name and address of the Secured Party is as follows:

SALK, WARD & SALK, INC.  
55 E. Monroe Street, 46th Fl.  
Chicago, Illinois 60603

The financing statement covers the following types or items of property:

- (a) All machinery, equipment, material, appliances, fixtures, now or hereafter installed or placed by Mortgagor on the premises for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air-conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage and including all awnings, window shades, drapery rods and brackets, screens, floor coverings, incinerators, carpeting and all furniture and fixtures used in the operation of the premises, together with all additions to, substitutions for, changes in or replacements of the whole or any part of any or all of said articles of property, excluding therefrom trade fixtures, machinery and operating equipment owned by a tenant occupying the premises.
- (b) All items of property, excluding merchandise inventories, whether permanently affixed to the real estate or not, shall be deemed a fixture, and this Financing Statement shall be regarded as a fixture filing within the meaning of Sections 9-313 and 9-402 of the Uniform Commercial Code.
- (c) All tax deposits, proceeds of insurance, condemnation awards and any other amounts held by the Mortgagee under the Trust Deed shall be subject to the security interest herein granted.

## 26. ACCELERATION ON SALE OR ENCUMBRANCE.

- (a) Mortgagor acknowledges that this loan is being made by the Mortgagee and holders of the Note evidencing the indebtedness secured by this Trust Deed, upon the condition that the Mortgagor be and remain the owner of the property and protect and preserve the security and effect the payments required to be made under the Note secured by this Trust Deed. Should the Mortgagor sell, convey, transfer, dispose of or further encumber the property described in this Trust Deed, or any part thereof, or any interest therein, or should any portion of the beneficial interest in the land trust holding title to the property, be sold, transferred, hypothecated or in any manner disposed of, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, or of the holder and owner of the Note secured by this Trust Deed, then the holder and owner of said Note shall have the right, at its option, to declare all sums secured by this Trust Deed, including prepayment privilege charges, forthwith due and payable. Consent to one such transaction shall not be deemed a waiver of the right to require such consent as to future or successive transactions.

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

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The rights and remedies conferred in this Trust Deed and in this Rider upon the Trustee and upon the holders of the Note secured thereby, shall be subject to immediate exercise in the event of the occurrence of any default in the payment of money as required by this Trust Deed, this Rider and the Note secured thereby, including, expressly, without limitation, the payments required to be made under the Note secured by this Trust Deed, and the payments required to be made as tax deposits under the provisions of Paragraph 18 of this Rider. The rights and remedies conferred by this Trust Deed and Rider upon the Trustee and the holder of the Note secured thereby with respect to any default which cannot be cured by the payment of money, shall not be exercised until notice of such default shall have been served upon the Mortgagor and demand made to cure and remedy such default. Such notice may be served by Certified Mail and a U.S. Post Office Receipt for such Certified Mail shall be evidence of the effective service of such notice. If the defaults specified in the notice have not been cured and remedied, or if the Mortgagor shall not have demonstrated that it has commenced and is diligently pursuing the remedy of the defaults, within thirty (30) days of the date of the notice, then the rights and remedies conferred hereby upon the Trustee and the holder of the Note may be fully pursued and exercised.

29. DEFAULT PROVISIONS.

Any award of damages resulting from condemnation proceedings or the taking or injury of the mortgaged premises for public use (all such awards, to the total amount of the indebtedness secured by this Trust Deed, are hereby transferred and assigned to the holder of the Note) shall be paid to the holder of the Note, and the proceeds or any part thereof, may be applied by the holder of the Note, at its option, after payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured, and the holder of the Note is hereby authorized, on behalf and in the name of the Mortgagor, to execute and deliver valid acquittances and to appeal from any such award. Any overplus, after the payment of the balance due on the indebtedness secured by this Trust Deed shall be paid to the Mortgagor.

28. CONDEMNATION AWARD.

The loan secured by this Trust Deed is not subject to prepayment during the first three (3) years of the Note secured by this Trust Deed. Commencing with the fourth (4th) year, upon sixty (60) days prior written notice and on any interest payment date, a prepayment in the amount of the entire unpaid balance of the loan may be made upon the payment of a premium of four percent (4%) of the amount of the said elective prepayment if paid during the fourth (4th) loan year, three percent (3%) if paid during the fifth (5th) loan year, two percent (2%) if paid during the sixth (6th) loan year, one percent (1%) if paid during the seventh (7th) loan year, and thereafter.

27. PREPAYMENT RIGHTS.

In the event the Mortgagor conveys, transfers or further encumbers or effects any disposition of the real property described in this Trust Deed or any part thereof, or any interest therein, or agrees to do so without the express prior written consent of the holder of the Note secured by this Trust Deed, then the holder of the Note shall have the right, at its option and election, to declare the entire balance of unpaid principal with accrued and unpaid interest, due and payable. If at the time of such acceleration, no prepayment privilege exists, then a six percent (6%) prepayment penalty calculated on the total amount of the principal then due, shall accrue and become payable to the holder of the Note.

(c)

Notwithstanding the foregoing, the Mortgagor may, with the prior written consent and approval of the holder of the Note secured by this Trust Deed, cause the property to be sold subject to the mortgage secured by this Trust Deed. The Mortgagee's consent may be conditioned upon the creditworthiness, character and reputation of the prospective purchaser, the terms of sale, and the adjustment of the interest rate of the obligation secured by this Trust Deed as the holder of the Note may determine. The consent of the holder of the Note to one such transaction shall not be deemed to be a waiver of the right to require the consent of the holder of the Note secured by this Trust Deed to future or successive transactions.

(b)

# UNOFFICIAL COPY

STREETS

Section 1. The following streets are hereby established in the City of Chicago, Illinois, to wit: [Illegible text]

Section 2. The following streets are hereby established in the City of Chicago, Illinois, to wit: [Illegible text]

Section 3. The following streets are hereby established in the City of Chicago, Illinois, to wit: [Illegible text]

Section 4. The following streets are hereby established in the City of Chicago, Illinois, to wit: [Illegible text]

Section 5. The following streets are hereby established in the City of Chicago, Illinois, to wit: [Illegible text]

Property of Cook County Clerk's Office

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Mortgagor expressly covenants and agrees during the term of this loan that the premises described in this instrument are at all times to be operated in accordance with all applicable laws and ordinances, whether municipal, county, state or federal, and will maintain, during the term of this loan, current

31. COMPLIANCE WITH LAWS.

Upon any default by Mortgagor and following acceleration of maturity by the Trustee or the holder of the Note, as provided herein, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby, made at any time prior to foreclosure sale by Mortgagor, its successors or assigns, or hereunder and such payment must, hereafter, to the extent permitted by law, include the premium required under the prepayment privilege contained in the Note secured hereby or, if at that time there be no privilege of prepayment, then such payment will, to the extent not forbidden by law, include a premium of six (6%) Percent of the principal balance then outstanding.

30. PAYMENT AFTER DEFAULT.

(f) All leases, both existing and negotiated in the future, as well as any modifications thereof, shall be subject to the express written prior approval of the holder of the Note.

(e) The occurrence of any event hereinafter set forth shall entitle the Mortgagor and the holder of the Note to accelerate payment of the Note, together with all accruals thereunder, all of which shall become immediately due and payable, to institute foreclosure under this Trust Deed, and to pursue all other remedies provided in this Trust Deed and, in all other security instruments given to the secure payment of the Note and performance of this Trust Deed.

(d) Bankruptcy or insolvency of either of the Mortgagor, or of the Guarantor, the filing of any petition for bankruptcy, or any arrangement under any present or future law, the appointment of a receiver (either voluntary or involuntary) or the levy of any judgment or creditor process against the Mortgagor's right to accelerate payment of the indebtedness secured hereby or to institute foreclosure or other proceeding shall not be deemed a waiver of such right, which action may thereafter be taken notwithstanding such delay;

(c) The beneficiaries of Mortgagor or, if the beneficiary is a partnership, the members of such partnership, shall create, effect or consent to, or shall suffer or permit, any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such beneficiaries' beneficial interest in the Mortgagor, unless within the provisions of Paragraph 26 of this Rider;

(b) The Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the premises, or any part thereof, or any interest therein, excepting only sales or other dispositions of obsolete collateral no longer useful in connection with the operation of the premises; provided, that prior to the date or disposition thereof, such obsolete collateral has been replaced by collateral, subject to the first and prior lien hereof, of at least equal value and utility. The conduct herein prohibited may be undertaken by the Mortgagor, provided written consent of the Trustee or holder of the Note is first obtained, which consent shall not be unreasonably withheld. Such consent, if given, shall not constitute a waiver of this provision, and it shall remain in effect with respect to future or successive transactions;

(a) Any leases entered into without the written approval of the Noteholder first had and obtained;

It shall be an immediate event of default hereunder if, without the prior written consent of the holder of the Note, (which consent will not be unreasonably withheld), any of the following occurs:

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# UNOFFICIAL COPY

ALBESS

THE COURT OF COMMONS OF THE COUNTY OF COOK, IN SENATE ASSEMBLED, DO HEREBY ORDER THAT THE SEVERAL RESOLUTIONS AND ORDINANCES PASSED BY THE SAID COURT OF COMMONS ON THE SEVERAL DATES HEREIN SPECIFIED, BE AND THE SAME ARE HEREBY RECORDED IN THE OFFICE OF THE CLERK OF SAID COURT OF COMMONS.

RESOLUTION PASSED BY THE COURT OF COMMONS ON THE SEVENTH DAY OF JANUARY, A.D. 1837, RELATIVE TO THE APPOINTMENT OF A CLERK OF SAID COURT OF COMMONS, AND THE SEVERAL RESOLUTIONS AND ORDINANCES PASSED BY SAID COURT OF COMMONS ON THE SEVERAL DATES HEREIN SPECIFIED, BE AND THE SAME ARE HEREBY RECORDED IN THE OFFICE OF THE CLERK OF SAID COURT OF COMMONS.

RESOLUTION PASSED BY THE COURT OF COMMONS ON THE TENTH DAY OF JANUARY, A.D. 1837, RELATIVE TO THE APPOINTMENT OF A CLERK OF SAID COURT OF COMMONS, AND THE SEVERAL RESOLUTIONS AND ORDINANCES PASSED BY SAID COURT OF COMMONS ON THE SEVERAL DATES HEREIN SPECIFIED, BE AND THE SAME ARE HEREBY RECORDED IN THE OFFICE OF THE CLERK OF SAID COURT OF COMMONS.

RESOLUTION PASSED BY THE COURT OF COMMONS ON THE THIRTEENTH DAY OF JANUARY, A.D. 1837, RELATIVE TO THE APPOINTMENT OF A CLERK OF SAID COURT OF COMMONS, AND THE SEVERAL RESOLUTIONS AND ORDINANCES PASSED BY SAID COURT OF COMMONS ON THE SEVERAL DATES HEREIN SPECIFIED, BE AND THE SAME ARE HEREBY RECORDED IN THE OFFICE OF THE CLERK OF SAID COURT OF COMMONS.

RESOLUTION PASSED BY THE COURT OF COMMONS ON THE SIXTEENTH DAY OF JANUARY, A.D. 1837, RELATIVE TO THE APPOINTMENT OF A CLERK OF SAID COURT OF COMMONS, AND THE SEVERAL RESOLUTIONS AND ORDINANCES PASSED BY SAID COURT OF COMMONS ON THE SEVERAL DATES HEREIN SPECIFIED, BE AND THE SAME ARE HEREBY RECORDED IN THE OFFICE OF THE CLERK OF SAID COURT OF COMMONS.

RESOLUTION PASSED BY THE COURT OF COMMONS ON THE NINETEENTH DAY OF JANUARY, A.D. 1837, RELATIVE TO THE APPOINTMENT OF A CLERK OF SAID COURT OF COMMONS, AND THE SEVERAL RESOLUTIONS AND ORDINANCES PASSED BY SAID COURT OF COMMONS ON THE SEVERAL DATES HEREIN SPECIFIED, BE AND THE SAME ARE HEREBY RECORDED IN THE OFFICE OF THE CLERK OF SAID COURT OF COMMONS.

RESOLUTION PASSED BY THE COURT OF COMMONS ON THE TWENTYSECOND DAY OF JANUARY, A.D. 1837, RELATIVE TO THE APPOINTMENT OF A CLERK OF SAID COURT OF COMMONS, AND THE SEVERAL RESOLUTIONS AND ORDINANCES PASSED BY SAID COURT OF COMMONS ON THE SEVERAL DATES HEREIN SPECIFIED, BE AND THE SAME ARE HEREBY RECORDED IN THE OFFICE OF THE CLERK OF SAID COURT OF COMMONS.

RESOLUTION PASSED BY THE COURT OF COMMONS ON THE TWENTYFIFTH DAY OF JANUARY, A.D. 1837, RELATIVE TO THE APPOINTMENT OF A CLERK OF SAID COURT OF COMMONS, AND THE SEVERAL RESOLUTIONS AND ORDINANCES PASSED BY SAID COURT OF COMMONS ON THE SEVERAL DATES HEREIN SPECIFIED, BE AND THE SAME ARE HEREBY RECORDED IN THE OFFICE OF THE CLERK OF SAID COURT OF COMMONS.

RESOLUTION PASSED BY THE COURT OF COMMONS ON THE TWENTYEIGHTH DAY OF JANUARY, A.D. 1837, RELATIVE TO THE APPOINTMENT OF A CLERK OF SAID COURT OF COMMONS, AND THE SEVERAL RESOLUTIONS AND ORDINANCES PASSED BY SAID COURT OF COMMONS ON THE SEVERAL DATES HEREIN SPECIFIED, BE AND THE SAME ARE HEREBY RECORDED IN THE OFFICE OF THE CLERK OF SAID COURT OF COMMONS.

RESOLUTION PASSED BY THE COURT OF COMMONS ON THE THIRTYFIRST DAY OF JANUARY, A.D. 1837, RELATIVE TO THE APPOINTMENT OF A CLERK OF SAID COURT OF COMMONS, AND THE SEVERAL RESOLUTIONS AND ORDINANCES PASSED BY SAID COURT OF COMMONS ON THE SEVERAL DATES HEREIN SPECIFIED, BE AND THE SAME ARE HEREBY RECORDED IN THE OFFICE OF THE CLERK OF SAID COURT OF COMMONS.

Property of Cook County Clerk's Office

ALBESS

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- Mortgagor covenants and agrees as follows:
32. GENERAL PROVISIONS.
- (a) In the event of the passage, after the date of this Trust Deed, of any law of the State of Illinois, deducting from the value of the land for the purposes of taxation, any lien thereon or changing in any way the laws now in force for the taxation of trust deeds for state or local purposes or the manner of collection of such tax so as to make it obligatory upon the holder of the Note secured hereby to pay such tax, or if any such tax is imposed upon any existing law, then Mortgagor covenants and agrees on demand of the holder of the Note secured hereby, to pay a sum equal to such tax to said holder.
- (b) It is further covenanted and agreed that the makers, endorsers, sureties and guarantors and all other persons who may become liable for the payment of the Note secured hereby, severally waive demand, presentment, protest, notice of nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur, and hereby consent to any extension of time of payment hereof, release of all or any part of the security for the payment hereof or release of any party liable for this obligation. Any such extension or release may be made without notice to any of said parties and without discharging their liability.
- (c) To furnish to the holders and owners of the Note secured by this instrument and their assigns and such other persons as at any time may come to have an interest in the said Note, at such times as may be requested, an estoppel certificate stating the amount then unpaid on the indebtedness secured by this instrument, and the date to which interest is paid. Such estoppel certificate shall further state that Mortgagor has no defenses or setoffs with respect to the obligation secured by this instrument.
- (d) Mortgagor expressly covenants and agrees that any charges accruing to it for Trustee's fees or advances shall be expressly subject and subordinate to the lien conferred by this Trust Deed as security for the loan described herein.
- (e) The holder of the Note secured by this Trust Deed may, without any notice whatsoever to anyone, sell, assign, or transfer all of the indebtedness, obligations and liabilities evidenced by the Note secured by this Trust Deed or any part thereof, or grant participations therein, and in that event, each and every immediate and successor assignee, transferee, holder of or participant in all or part of the said indebtedness, obligations and liabilities, shall have the right to enforce the Trust Deed and all other instruments securing the said Note, by suit or otherwise, for the benefit of such assignee, transferee, holder or participant, as fully as if such assignee, transferee, holder or participant were by name herein specifically given such right, powers and benefits.
- (f) Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. The term "Trust Deed" as used in this Rider shall be deemed to include mortgages, deeds of trust and other similar instruments.
- (g) This Trust Deed (and the provisions of this Rider) may not be changed or terminated orally.
- (h) Any inconsistencies between the provisions contained in this Rider and the printed form to which it is attached, shall be resolved in favor of the provisions of this Rider.

# UNOFFICIAL COPY

EX-1011

(b) [Faint, illegible text]

(c) [Faint, illegible text]

(d) [Faint, illegible text]

(e) [Faint, illegible text]

(f) [Faint, illegible text]

(g) [Faint, illegible text]

(h) [Faint, illegible text]

(i) [Faint, illegible text]

(j) [Faint, illegible text]

(k) [Faint, illegible text]

(l) [Faint, illegible text]

(m) [Faint, illegible text]

(n) [Faint, illegible text]

(o) [Faint, illegible text]

(p) [Faint, illegible text]

(q) [Faint, illegible text]

(r) [Faint, illegible text]

(s) [Faint, illegible text]

(t) [Faint, illegible text]

(u) [Faint, illegible text]

(v) [Faint, illegible text]

(w) [Faint, illegible text]

(x) [Faint, illegible text]

(y) [Faint, illegible text]

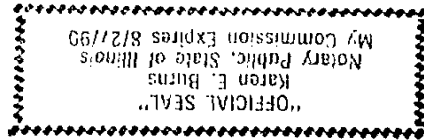
(z) [Faint, illegible text]

Property of Cook County Clerk's Office

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NOTARY PUBLIC  
*Karen E. Burns*

Given under my hand and Notarial Seal, this 28 day of May, 1987.

I, KAREN E. BURNS, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT J. MICHAEL WIDMAY, Petor in Interest, 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 free free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS: )

*[Signature]*  
ATTEST:

By: *[Signature]*  
AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a National Banking Association, not personally but solely as Trustee under a Trust Agreement dated July 27, 1965 and known as Trust Number 22039.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the 28 day of May, 1987.

It is expressly understood and agreed, by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the undertakings and agreements of the Mortgagor, are nevertheless each and every one of them, made and intended not as personal undertakings and agreements by the Mortgagor, or for the purpose and with the intention of binding said Mortgagor personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and this instrument is executed and delivered by said Mortgagor, not in its own right, but solely in the exercise of the powers conferred to it as Trustee under the Trust Agreement hereinbefore specifically described and identified; it is further expressly understood and agreed by and between the parties hereto that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Mortgagor, AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, on account of this instrument or on account of any undertaking or agreement of the Mortgagor in this instrument contained, either expressed or implied, all such personal liability being expressly waived and released.

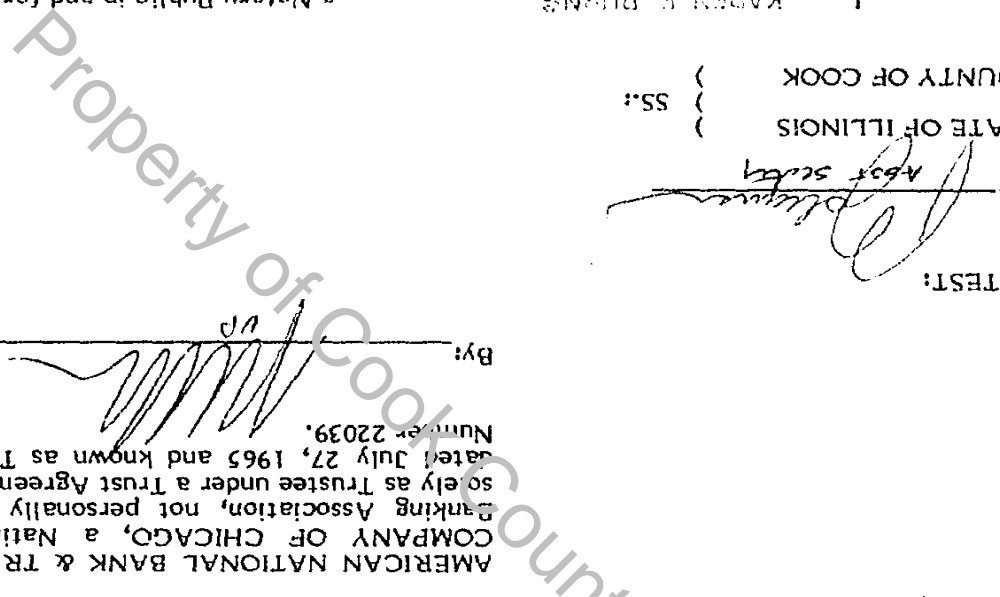
34. EXCURATORY CLAUSE.

Mortgagor covenants and agrees to pay the charge or release fee imposed by the Trustee for the execution and delivery of a deed of release releasing this Trust Deed.

33. RELEASE FEE.

(i) Time is of the essence of this Trust Deed and applicable to all provisions herein.

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# UNOFFICIAL COPY

11/10/2011

RECEIVED  
COOK COUNTY CLERK'S OFFICE  
11/10/2011

RECEIVED  
COOK COUNTY CLERK'S OFFICE  
11/10/2011

and both of the above named parties  
are hereby notified that the same  
has been filed for record in the  
office of the Cook County Clerk  
and that the same is now a part  
of the public records of Cook County  
Illinois.

COOK COUNTY, ILLINOIS  
RECORD OF DEEDS

INDEXED

RECEIVED  
COOK COUNTY CLERK'S OFFICE  
11/10/2011

of the 11th day of November 2011  
in and for the County of Cook, State of Illinois.

whereas the above named parties  
have caused to be prepared and  
recorded in the office of the Cook  
County Clerk a certain instrument  
of conveyance, to-wit: a certain  
instrument of conveyance, the  
contents of which are hereunto  
referred to, and whereas the same  
has been duly recorded in the  
office of the Cook County Clerk  
and is now a part of the public  
records of Cook County, Illinois,  
it is the duty of the Cook County  
Clerk to certify the same to the  
proper authorities of the State of  
Illinois, and to the proper  
authorities of the County of Cook,  
Illinois, for their respective  
uses and purposes.

IN WITNESS WHEREOF, I have hereunto  
set my hand and the seal of the  
Cook County Clerk's Office, this  
11th day of November, 2011.

COOK COUNTY CLERK  
The undersigned is the duly qualified  
and acting Cook County Clerk, Illinois,  
and the above is a true and correct  
copy of the original instrument  
recorded in the office of the Cook  
County Clerk, Illinois, on the  
11th day of November, 2011.

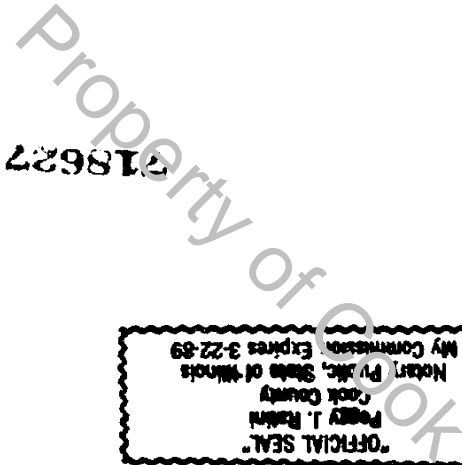
COOK COUNTY CLERK

IN WITNESS WHEREOF, I have hereunto  
set my hand and the seal of the  
Cook County Clerk's Office, this  
11th day of November, 2011.

Property of Cook County Clerk's Office

11/10/2011

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3-22-89

MY COMMISSION EXPIRES:

NOTARY PUBLIC

GIVEN under my hand and official seal, this 23 day of May, 1987.

I, Peggy J. Rahn, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ERNEST W. VEHRIS, sole beneficiary of the land trust which is the Mortgagor under the Trust Deed attached hereto, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

COUNTY OF COOK

STATE OF ILLINOIS

)  
) SS  
)

ERNEST W. VEHRIS

Ernest W. Vehr (SEAL)

Dated: May 23 1987.

The undersigned, being the owner of 100% of the beneficial interest in, and being the sole beneficiary of the Trust which is the Mortgagor under the foregoing Trust Deed, hereby consents to and joins in the terms and conditions of Section 26 of the foregoing Trust Deed, intending hereby to bind any interest he or his successors or assigns may have in the premises described in the foregoing Trust Deed, as fully and with the same effect as if the undersigned were named as Mortgagor in said Trust Deed solely for the purposes set forth in Section 26 hereof. Nothing herein contained shall be deemed to render the undersigned liable upon any obligation for payments provided in the foregoing Trust Deed.

JOINER

# UNOFFICIAL COPY

STATE OF ILLINOIS

05270010

Property of Cook County Clerk's Office

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My Commission Expires 3-31-88  
NOTARY PUBLIC, STATE OF ILLINOIS  
COOK COUNTY  
ROSEY J. HARRIS  
OFFICIAL SENT.

VIA COMMERCIAL EXPRESS

REGISTERED MAIL

CITY OF CHICAGO, ILLINOIS

TO: THE COMMISSIONER OF THE STATE BAR OF ILLINOIS  
ATTENTION: THE BOARD OF DISCIPLINE  
100 NORTH WASHINGTON STREET  
CHICAGO, ILLINOIS 60602

COOK COUNTY CLERK

STATE OF ILLINOIS

REGISTERED MAIL

UNDER WRIT OF HABEAS CORPUS

RETURNED TO SENDER  
REASON: ADDRESSEE UNKNOWN  
IF YOU HAVE MOVED, PLEASE REPLY WITH YOUR NEW ADDRESS TO  
THE CLERK OF COOK COUNTY, 141 N. LAUREL STREET, CHICAGO, ILLINOIS 60602

RECORDED