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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 15, 1988, between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated October 21, 1988 and known as Trust No. 106780-01

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 <sup>"TERM"</sup> Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00) ----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BRADKX~~ HAM Properties

\$16.00

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum on June 1, 1995 with interest thereon until maturity according to the terms of the Note.

Payable on the 1st day of May in the year 1995

and all of said principal and interest being made payable at such banking house or trust company in Glenview, 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 HAM Properties

c/o Wolin & Rosen Two North LaSalle Street, Suite 1776, Chicago, IL 60602 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 Village of Glenview COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE NORTH 175 FEET OF THE SOUTH 225 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 200 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Permanent Index Number 04-33-200-021 Vol 134

Property Address: 3120-3230 Glenview Road, Glenview, Illinois 60025

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 (herein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

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

\_\_\_\_\_| SEAL | \_\_\_\_\_| SEAL |  
\_\_\_\_\_| SEAL | \_\_\_\_\_| SEAL |

STATE OF ILLINOIS,

County of \_\_\_\_\_

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_

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

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Notarial Seal

Notary Public

7144 359-D1

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3120-3230 GLENVIEW ROAD  
CHICAGO, ILL. 60625  
FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

MAIL TO:  
27 Parkville  
Chicago, Ill. 60607  
OFFICE IN RECORDER'S OFFICE BOX NUMBER

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

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements 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 mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be incurred by or charged on the premises; (d) keep the premises free from any lien or claim for lien or charge on the premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagee shall pay before any penalty attaches 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 holder of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.
3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policy 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 herewith to the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of loss or damage, shall deliver to holders of the note, not less than ten days prior to the respective dates of expiration, a copy of the policy, 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 therein, Trustee or the holder of the note may, but need not, make any payment or perform any act hereafter required of Mortgagee 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 lien or claim hereof, or to redeem from any tax sale or foreclosure affecting said premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for such 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 securing this trust deed. If any, otherwise, the premium rate set forth in the note, fraction of Trustee or holder of the note considered as a water right according to them or account of any default hereunder on the part of Mortgagee.
5. The Trustee or the holder of the note hereby secured making any payment relating to taxes or assessment, 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, foreclosure, tax lien or claim hereof.
6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, notwithstanding anything to the contrary in this Trust Deed to the contrary, all unpaid indebtedness secured by this Trust Deed shall, on the option of the holders of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, on the maturity date set forth in the note securing this trust deed, be treated as if due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed; and any, otherwise, the premium rate set forth in the note, when paid or incurred by Trustee or holder 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) proceedings for the commencement of any suit for the foreclosure of the mortgage, or for the enforcement of any threatened suit or proceeding which might affect the premises or the security hereof, 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 process, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute a lien on the premises, including all liens on the premises, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon or at any time after the filing of a bill to foreclose the lien hereof, 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 the bill, and without notice, without regard to the injury or damage to the Mortgagee at the time of application for such receiver and without regard to the 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 the period when Mortgagee, 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 useful 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 of the premises in whole or in part to: (a) The payment of the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, or any assessment; or (b) the deficiency in case of a sale and deficiency; or (c) the deficiency of other lien which may be of or become a lien hereof; or by any decree foreclosing this trust deed, or any tax, or any assessment; or (d) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien of any provision hereof shall be a bar to any defense which would not be good and available to the party enforcing 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 permitted for that purpose.
12. 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 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 execute any power herein given unless expressly obligated by the terms hereof, but shall Trustee be obligated to record this trust deed 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.
13. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof, in and at the request of any person who shall, either before or after maturity of the note, produce and exhibit to Trustee the note, representing all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required 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 executed by the person herein designated as the maker thereof; and where the release is requested of the original Trustee and it has never placed its identification number on the note designated herein, it may accept as the genuine note herein described any note which may be secured by the person herein designated as maker thereof.
14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall be 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.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "note" when more than one note is used.
16. 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 provision of this trust deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed.
17. The mortgage is expressly subject to the provisions of the rider attached herewith.

(MORTGANT)

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

By: *[Signature]*  
CHICAGO TITLE AND TRUST COMPANY, Trustee.

Assistant Secretary/Assistant Vice President

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RIDER  
ATTACHED TO AND MADE  
A PART OF AND TO THE EXTENT INCONSISTENT  
SUPERCEDES THAT CERTAIN  
SECOND MORTGAGE MADE NOVEMBER 15, 1988

All capitalized terms shall have the meaning set forth in the Note secured by this Mortgage.

1. This Junior Mortgage is subordinate to that certain mortgage dated 11-15, 88 in favor of Addison State Bank (hereinafter referred to as Senior Lender) in the amount of \$1,500,000 and recorded Nov. 16, 1988 as Document No. 88529932. Mortgagor hereby agrees to subordinate its lien to the lien of any subsequent lenders which refinance the indebtedness secured by such First Mortgage. Mortgagor further acknowledges that the underlying Mortgage is due and payable on May 1, 1990, and agrees to subordinate his loan to any lien granted in consideration of any Refinance Loan as defined in the Note.

2. Payment of the Note secured by this Mortgage and the lien of this Mortgage shall be and the same is hereby made, as of the date of the signing of this instrument and at all times hereafter, subject, junior and subordinate in lien, right and claim of the Senior Lender or any Refinance Lender under the Senior Loan or any Refinance Loan, and to all rights of the Senior Lender or any Refinance Lender under the Senior Loan Documents to the full extent of:

- (a) The stated principal sum of the Senior Loan Documents;
- (b) All interest which may accrue under the Senior Loan; and
- (c) All sums which may be disbursed by the holder of the Senior Loan Documents in the protection and preservation of the liens, rights, and indebtedness evidenced and secured by the Senior Loan Documents and Senior Mortgage and the rights of the said Holder thereunder, including but not limited to, all amounts disbursed in payment of:
  - (i) Real estate taxes and assessments upon the Premises;
  - (ii) Premiums for insurance upon the Premises;
  - (iii) Costs of performance of covenants and agreements of the Maker contained in the Senior Loan Documents;

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- (iv) Costs of preserving and maintaining the Premises and paying for any prior liens which may at any time be called thereon.

Holder covenants to issue or execute documents necessary to effectuate the terms, obligations, rights and duties of the above paragraph to the Senior Lender and any Refinance Lender, including as to any Refinance Lender the execution of recordable subordination agreements in favor to the Refinance Lender.

3. Anything herein contained to the contrary notwithstanding, the Mortgagee shall look solely and only to the interest of Mortgagor in and to the premises for the payment and performance and observance of any amount, obligation or provision to be paid, performed or observed under this Mortgage, or under the Junior 1988 Note, and neither the Mortgagor, nor any officer, director or shareholder of the Mortgagor if the Mortgagor is a partnership, nor any disclosed or undisclosed principal for whom Mortgagor is a land trustee, nor any of their respective heirs, administrators, executors, legal representatives, successors and assigns, shall have any personal liability for a deficiency for or with respect to any payment, performance or observance of any amount, obligation, liability or provisions to be paid, performed or observed under this Mortgage or the note and the Mortgagee agrees not to seek or obtain a deficiency, money judgment or other judgment against the Mortgagor if the Mortgagor is a corporation, against any partner if the Mortgagor is a partnership, against any disclosed or undisclosed principal for whom Mortgagor may be acting, or against any of their respective heirs, administrators, executors, personal representatives, successors and assigns. Nothing herein contained, however, shall be construed to impair the lien of this Mortgage or the right and remedy of the Mortgagee to foreclosure this Mortgage to recover possession of the premises in case of a default.

4. This Mortgage is executed by American National Bank and Trust of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said American National Bank and Trust of Chicago, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that the legal holder or holders of said note and the owner or owners

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of any indebtedness accruing hereunder shall look solely to the premises for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided.

THIS RIDER TO SECOND MORTGAGE dated November 15, 1988 executed this 15<sup>th</sup> day of November, 1988.

AMERICAN NATIONAL BANK AND TRUST OF CHICAGO,  
as Trustee as aforesaid

By: [Signature]  
Its: SECRETARY

By: [Signature]  
TRUST OFFICER

Accepted and Agreed to:

HAM ENTERPRISES

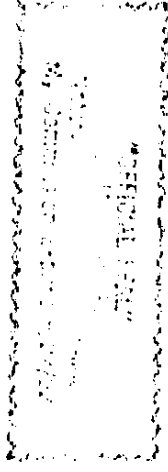
By: [Signature]  
Its: Attorney

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This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee of said Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the part of said Company or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, or any expenses accruing hereunder, or to perform any covenant other than that expressly contained herein, or any liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

THIS INSTRUMENT CONTAINS A FULL AND COMPLETE STATEMENT OF THE TERMS AND CONDITIONS OF THE INSTRUMENT AND THE PARTIES HERETO.



STATE OF ILLINOIS  
COUNTY OF COOK

L. W. SOVENSKI  
Notary Public

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
As Trustee as aforesaid and for purposes hereof

By

Vice-President  
Assistant Secretary

AT TEST

DO HEREBY CERTIFY, that L. W. SOVENSKI a Notary Public, in and for said County, in the State aforesaid,

AND TRUST COMPANY of Chicago, and CLAYTON ROBERTS Vice-President of the AMERICAN NATIONAL BANK  
Personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

NOV 16 1928

GIVEN under my hand and notarial seal, this

day of Nov 1928  
L. W. Sovenski  
Notary Public

A. D. 19

Form 1308

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