

**The lien of this mortgage is junior and subordinate to the mortgage of First Bank of Oak Park recorded as document #87008050

EXCHANGE
Bank of River Oaks
1701 River Oaks Drive
Calumet City, IL 60409

TRUST DEED
SECOND MORTGAGE FORM

88586859

15.00

71-833-899 Account Chicago 401-7 20th Qtr

THIS TRUST DEED made this 13th day of December, 1988, between South Chicago Savings Bank not personally but as Trustee Under Trust Agreement dated 12/20/77 and known as Trust #11 1858

of the _____ City _____ of Chicago County of Cook

and State of Illinois (hereinafter, whether one or more, and if more than one, jointly and severally, called "Mortgagor" (and EXCHANGE BANK OF RIVER OAKS, an Illinois banking corporation, doing business and having its principal office in Calumet City, Illinois, as Trustee, (hereinafter called "Trustee")) WITNESSETH:

WHEREAS, Mortgagor is justly indebted to the legal holder(s) of the installment note hereinafter described, in the sum of Five Hundred Thirty Three Thousand Two Hundred Fifty and 00/100 Dollars

(\$ 533,250.00), which indebtedness is evidenced by Mortgagor's installment note (the identity of which is evidenced by an identification number corresponding to the identification number of this Trust Deed), of even date herewith, made payable to THE ORDER OF EXCHANGE BANK OF RIVER OAKS, and upon the terms and provisions as provided therein, (hereinafter "Note") and delivered in and by which Note, Mortgagor promises to pay said indebtedness in monthly installments as provided therein, with the final installment, if not sooner paid, due and payable on June 1, 1989; and

WHEREAS, the indebtedness evidenced by the Note and all extensions and renewals thereof, in whole or in part, to the extent permitted by applicable law, all costs and disbursements, including, without limitation, reasonable attorneys' fees, incurred by Trustee and/or holder of the Note in legal proceedings to collect the debt evidenced by the Note or to realize upon any Collateral (as defined in the Note) after Default (as hereinafter defined in paragraph 9 hereof), and any and all other sums which at any time may be due or owing or required to be paid as provided in this Trust Deed or in the Note, are hereinafter called the "indebtedness secured hereby". The legal holder(s) of the Note are hereinafter, whether one or more, called "holder of the Note". The unearned portions of the FINANCE CHARGE and insurance charge(s), if any, determined as set forth in the Note are hereinafter called "Unearned Charges";

NOW, THEREFORE, Mortgagor, to secure the repayment of the indebtedness secured hereby in accordance with the covenants and agreements herein and in the Note contained, and the performance and observance of the covenants and agreements of Mortgagor as herein and in the Note contained, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Convey and Warrant unto Trustee, its successors and assigns, the following described real estate:

Lots 1 and 2 in Block 1 in Circuit Court Partition of the Southeast 1/4 (except Lands belonging to the South Chicago Railroad Company) of Section 31, Township 38 North, Range 15

~~21-31-406-011~~
COOK COUNTY, ILLINOIS
FILED FOR RECORD
1988 DEC 21 AM 10:13 88586859

88586859

which, together with the property hereinafter described, is called the "Premises",

TOGETHER with all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, hereditaments and appurtenances now or hereafter thereunto belonging or pertaining; and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of or used in connection with the real estate or the operation and convenience of the buildings and improvements located thereon, including, by way of enumeration but without limitation, all equipment owned by Mortgagor and used or useful in the operation of the real estate or improvements thereon or furnished by Mortgagor to tenants thereof, all machines, machinery, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled), and all floor covering, screens, storm windows and doors, window shades, blinds, awnings, stoves, refrigerators, dishwashers, disposal units, range hoods, water heaters and blowers; in each case now or hereafter placed in, on or at the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated,

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom,

AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether or not affixed or annexed to the real estate, are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate and for the purposes hereof shall be deemed to be real estate conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are hereby expressly released and waived, for the purposes, uses and trusts herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness secured hereby or the breach of any covenant or agreement herein contained, or upon the occurrence of any Default (as hereinafter defined in paragraph 9 hereof).

This document was prepared by:
(Name) Dorothy Bartczak
(Address) 1701 River Oaks Drive
Calumet City, Illinois 60409

1. Payment of Indebtedness. Mortgagor shall promptly pay when due each item of indebtedness secured hereby and shall duly perform and observe all the covenants and agreements herein or in the Note provided on the part of Mortgagor to be performed and observed.

2. First Mortgage. (a) Mortgagor shall comply with all covenants and agreements contained in the first mortgage note (hereinafter called "First Mortgage Note") and the first mortgage or trust deed securing the First Mortgage Note (hereinafter called "First Mortgage") to be performed and observed by Mortgagor. The first mortgage or the trustee and holder of the First Mortgage Note are hereinafter collectively called the "First Mortgage".

(b) Mortgagor covenants that this Trust Deed is lawfully executed and delivered in conformity with the First Mortgage Note and First Mortgage and that no default has occurred or exists under the First Mortgage Note or First Mortgage.

(c) The terms of the First Mortgage Note or First Mortgage shall not be amended or modified without the prior written consent of holder of the Note.

(d) Mortgagor shall promptly furnish to holder of the Note copies of all notices received from First Mortgagee regarding the First Mortgage Note or First Mortgage.

3. Preservation of Premises; Liens. Mortgagor shall (a) keep the Premises in good condition and repair; without waste; (b) promptly repair, restore or rebuild all buildings or improvements now or hereafter on the Premises which may become damaged or destroyed; (c) complete, within a reasonable time, any building(s) now or at any time in the process of erection upon the Premises; (d) make no substantial repairs, alterations or remodeling of the Premises unless the written consent of holder of the Note shall first have been obtained; (e) comply with all laws and municipal ordinances with respect to the Premises and the use thereof; (f) not do, or permit to be done upon the Premises, anything that might impair the value thereof, or the lien of this Trust Deed; (g) keep the Premises free from liens of mechanics and materialmen, and from all other liens, charges, claims or encumbrances, except for the liens of this Trust Deed, the First Mortgage in existence on the date hereof and current real estate taxes not yet due and payable; (h) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the Premises superior to the lien hereof; and upon request, exhibit satisfactory evidence of the discharge of such prior lien, charge or encumbrance to holder of the Note; and (i) suffer or permit no change in the general nature of the occupancy of the Premises, without the prior written consent of holder of the Note.

4. Inspection of Premises. Holder of the Note shall have the right to inspect the Premises from time to time at all reasonable time or times, and access thereto shall be permitted for that purpose.

5. Taxes. Mortgagor shall pay all general and special taxes, general and special assessments, water charges, sewer charges and other charges, fees, penalties, fines and impositions of any kind (all hereinafter generally called "Taxes") which may be levied, assessed, charged or imposed upon the Premises, when due and before any penalty attaches. Mortgagor shall promptly furnish to holder of the Note all notices of amounts due (including this paragraph), and upon request, Mortgagor shall deliver to holder of the Note receipts evidencing such payments. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by law, any Taxes that Mortgagor may desire to contest.

6. Insurance. (a) At all times, Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the greater amount of the amount of the First Mortgage and the amount of its full insurable value, or in an amount sufficient to pay in full the indebtedness secured by the First Mortgage and the amount of the indebtedness secured hereby, against loss or damage by fire, flood damage where holder of the Note is required by law to have its collateral so insured, and hazards included within the term "extended coverage", and for such periods as holder of the Note may require. The insurer providing such insurance may be selected by Mortgagor subject to holder of the Note's right to refuse, for reasonable cause, to accept any insurer offered by Mortgagor. All insurance policies and renewals thereof shall be in form acceptable to holder of the Note, shall include a standard mortgage clause or endorsement in form acceptable to holder of the Note in favor of and with loss payable to Trustee for the benefit of holder of the Note, shall provide that in no event shall such policy be canceled without at least ten (10) days prior written notice to holder of the Note, and shall be delivered to holder of the Note. Appropriate renewal policies shall be delivered to holder of the Note not less than ten (10) days prior to the respective dates of expiration.

(b) In the event of loss or damage, Mortgagor shall give prompt notice to the insurer and holder of the Note, and holder of the Note is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Holder of the Note, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as holder of the Note may elect, or to the restoration or repair of the Premises. Any such application of proceeds shall not extend or postpone the due date of the monthly installments as herein and in the Note provided, or change the amount of such installments. If, as provided in this Trust Deed, the Premises are acquired by Trustee or holder of the Note, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the Premises prior to the sale or acquisition shall pass to Trustee or holder of the Note to the extent of the sums secured by this Trust Deed in full.

Holder's Performance of Mortgagor's Obligations. If Mortgagor fails to perform the covenants and agreements herein and in the Note contained, or if any proceeding is commenced which materially affects the interest of Trustee or holder of the Note in the Premises, hereinafter required of Mortgagor in any form and manner deemed expedient by Trustee or holder of the Note, and may, but shall not be required to, make any payment or appear or perform any act or decedent, then Trustee or holder of the Note may, but shall not be required to, make any payment or appear or perform any act hereinafter required of Mortgagor in any form and manner deemed expedient by Trustee or holder of the Note, and may, but shall not be required to, make full or partial payments of principal or interest on prior or subordinate encumbrances, if any, and purchase, discharge, compromise or settle any lien, encumbrance, suit, title or claim thereof, or release from any tax sale or foreclosure affecting the Premises or contest any tax or assessment. Neither Trustee nor holder of the Note shall incur any liability because of anything that it may do or omit to do hereunder. Inaction of Trustee or holder of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor. In making any payment herein authorized, Trustee or holder of the Note shall be sole judges of the legality and validity of the amount necessary to be paid in satisfaction thereof.

Condemnation. If the Premises, or any part thereof, shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagor, holder of the Note and those authorized to exercise such right, holder of the Note is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall be applied by holder of the Note as it may elect, to the immediate reduction of the indebtedness secured hereby, less Unearned Charges, whether due or not, or to the repair or restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby, less Unearned Charges, shall be delivered to Mortgagor. Such application or change the amount of such installments.

9. Default. The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay any amount owing on the Note in accordance with the terms thereof or any other Obligation as defined in the Note when due; (b) if a proceeding be instituted to enforce any lien, claim, charge or encumbrance upon the Premises; (c) if a proceeding of bankruptcy, receivership, reorganization or insolvency is filed by or against Mortgagor, or any of them, or if Mortgagor, or any of them, shall make any assignment for the benefit of creditors; (d) if the Premises be placed under the control or custody of any court; (e) if Mortgagor abandons the Premises; (f) if any state, holder of the Note is unable in any material respect as of the date made; (g) if a default pursuant to paragraph 13 hereof shall occur; or (h) any failure to timely perform or observe any other covenant or agreement contained in the Note or in this Trust Deed, which failure shall continue for a period of three (3) days. To the extent permitted by applicable law, whenever a Default shall have occurred, at its option, without notice or demand to Mortgagor or any party claiming under Mortgagor, and without impairing the lien created hereby or the priority of said lien or any right of Trustee or holder of the Note, holder of the Note may declare all unpaid indebtedness secured hereby, less Unearned Charges, immediately due and payable and apply toward the payment of all unpaid indebtedness secured hereby by any indebtedness of Trustee or holder of the Note to Mortgagor. For the purposes of subsections (c) of this paragraph 9 only, the term "Mortgagor" shall mean and include not only Mortgagor, but also any beneficiary of a trustee mortgage and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon any part of the indebtedness secured hereby.

10. Foreclosure. When the indebtedness secured hereby, or any part thereof, shall become due, whether by acceleration or otherwise, and is not paid in accordance with the terms as herein and in the Note provided, Trustee or holder of the Note shall have the right to foreclose, in any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale to be made out of the rents, or the proceeds of such sale, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the Note for court costs, attorney's fees, trustee's fees, appraisers' fees, expenses 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 abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Trustee or holder of the Note may deem 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. To the extent permitted by applicable law, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable by Mortgagor.

11. Priority of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority to the extent permitted by applicable law: First, on account of all costs and expenses incident to the foreclosure proceedings, including, without limitation, all items enumerated in paragraph 10 above second, all other items which, under the terms hereof, constitute indebtedness secured hereby and added to the evidence of the Note; third, all items remaining unpaid on the Note, less Unearned

88586859

UNOFFICIAL COPY

27. Provisions Severable. Wherever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Trust Deed be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Trust Deed on the day and year first above written.

"SEE ATTACHED RIDER"

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, The undersigned, a Notary Public in and for and residing in said County,

in the State aforesaid, DO HEREBY CERTIFY THAT MARY BEY

who is personally known to me to be the same person the whose name s subscribed to the foregoing instrument,

appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument

as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 15th day of December, 19 88

Dorothy Betzler
Notary Public

My Commission Expires March 30, 1990

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY EXCHANGE BANK OF RIVER OAKS, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification Number _____

EXCHANGE BANK
OF RIVER OAKS, Trustee.

By: _____
Assistant Trust Officer
Assistant Secretary
Assistant Vice President

88586859

MAIL TO:

Exchange Bank of River Oaks

1701 River Oaks Drive

Calumet City, Illinois 60409

Place in Recorder's Office

Box Number BOX 333-CC

For Recorder's index purposes, insert street address of above described Premises here.

8300 South Brandon

Chicago, Illinois

0000000000

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.

I, Virginia Resa, a Notary Public, in and for said County, in the State of Illinois, do HEREBY CERTIFY, that Mary Bray, Trust Officer of the South

Chicago Savings Bank, a Corporation, and Timothy Finlan, Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and Assistant Cashier respectively, appeared before me this day

in person and acknowledged that they signed and delivered the said instrument as their own and free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for

the uses and purposes therein set forth, and the said Assistant Cashier then and there acknowledged that (s)he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 15th day of December, 1988.

Notary Public.

My Commission Expires:

Property of Cook County Clerk's Office

Rider attached to Mortgage dated December 13, 1988, in the amount of \$533,250.00*

THIS MORTGAGE is executed by the South Chicago Savings Bank, 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 South Chicago Savings Bank, 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 said First Party or on said South Chicago Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express 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 so far as the First Party and its successors and South Chicago Savings Bank 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.

IN WITNESS WHEREOF, South Chicago Savings Bank, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written

SOUTH CHICAGO SAVINGS BANK, not personally, but solely as Trustee under that certain Trust Agreement dated December 20, 1977, and bearing Trust No. 11-1858.

BY Maury Blair
Trust Officer

WITNESSES: William E. ...
Assistant Cashier

UNOFFICIAL COPY

68898588