

UNOFFICIAL COPY

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THIS INDENTURE, Made this 3rd day of March, 1988, between

Richards Building Supply Co.

a Corporation organized under the laws of Illinois, herein referred to as "Mortgagor", and HERITAGE COUNTY BANK AND TRUST COMPANY, an Illinois corporation doing business in Blue Island, Illinois, herein referred to as Trustee, witnesseth;

THAT, WHEREAS, the Mortgagor is justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as HOLDERS OF THE NOTE, in the principal sum of

THREE HUNDRED THIRTY THOUSAND AND NO/100 (\$ 330,000.00) Dollars,

evidenced by one certain Installment Note of the Mortgagor of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from date on the balance of principal remaining from time to time unpaid, at the rate of 10.25 per cent per annum in installments as follows: Three Thousand Five Hundred Ninety Six And 87/100

(\$ 3,596.87) Dollars on the first day of May, 1988, and (\$ 3,596.87) Dollars

Three Thousand Five Hundred Ninety Six And 87/100

on the first day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of April, 1993

All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of seven per cent per annum and all of said principal and interest being made payable at such banking house or trust company in Blue Island, Illinois, as the holders of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the office of HERITAGE COUNTY BANK AND TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, does by these presents CONVEY AND WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, State of Illinois, to-wit:

\$16.00

SEE LEGAL DESCRIPTION ATTACHED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 MAR -4 PM 3:26

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As Used in this Document, the Term
Heritage County Bank and Trust Company
SHALL ALSO MEAN
HERITAGE BANK AND TRUST COMPANY

71-35-972 D1

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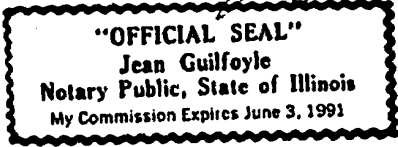
STATE OF ILLINOIS }
COUNTY OF Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard Luzia, President of Richard Building Supply Co. and _____

Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of March A.D., 19 88

Jean Guilfoyle
Notary Public



The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1912

BY: _____

Property of Cook County Clerk's Office

88034127

Box 451

PREPARED BY *
MAIL TO:

HERITAGE COUNTY BANK AND
TRUST COMPANY
BLUE ISLAND,
ILLINOIS

which, with the property hereinafter described, is referred to herein as the premises.

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, all rents, issues and profits thereof for so long and during all such times as mortgagor 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 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 mortgagor or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor 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 holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to the Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and 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 therein, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor 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 thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action 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 the rate of seven percent per annum. Inaction on the part of Trustee or holders 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.

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 any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgagor 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 Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, before due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in performance of any other performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of titles, title searches and examinations, guarantee policies, Torrens Certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 10.25 percent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 cost 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 as herein provided; third, all principal and interest, remaining unpaid on the note; fourth, any overplus to Mortgagor, its successors or assigns, as their interest may appear.

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BY: [Signature]
TRUST COMPANY AS TRUSTEE
No. 1912
HERITAGE COUNTY BANK AND
The installment Note mentioned in the within Trust
Deed has been identified herewith under identification

THIS INSTRUMENT PREPARED BY:
HERITAGE/COUNTY BANK
12015 SOUTH WESTERN AVENUE
BLUE ISLAND, ILLINOIS 60406

Secretary

ATTEST:

BY: [Signature]
Richard Building Supply Co.
President/Secy

IN WITNESS WHEREOF, the Mortgagee has caused its corporate seal to be hereunto affixed and these
pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

18. The Mortgagee further covenants and agrees to deposit with the Trustee or the legal holder of the
within mentioned note on the 1st day of each and every month during the term of said note, commencing

17. The mortgagee hereby waives any and all rights of redemption from said note under any order or decree of
judgment creditors of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all
persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all

15. In the event said County Bank and Trust Company shall at any time or times hereafter become a consoli-
dated or merged with any other corporation or corporations, or in the event at any time hereafter the said

14. 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

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of
satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may

12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall
Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obli-

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

10. No 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

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill
is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale,

8. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill
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7. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill
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6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill
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5. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill
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4. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill
is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale,

3. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill
is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale,

2. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill
is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale,

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LEGAL DESCRIPTION

PARCEL 1:

Lots 1 and 2 and Lots 23 to 27, both inclusive, in Block 62 in Frederick H. Bartlett's Chicago Highlands in the West 1/2 of the South West 1/4 of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

All of the East and West 16 foot vacated alley lying South of and adjoining the South line of the aforesaid Lots 1 and 2 and lying North of and adjoining the North line of the aforesaid Lots 23 to 27, both inclusive, in Cook County, Illinois.

PARCEL 3:

Lots 3 and 4 and Lots 17 to 22, both inclusive and that part of Lots 5 and 16 lying East of a line drawn through a point in the North line of Lot 5, said point being 285.59 feet West of the West line of Sayre Avenue (said measured along the North Line of Lots 1 to 5) and extending South to a point on the South line of Lot 16, said point being 288.35 feet West of the West line of Sayre Avenue (as measured along the South line of Lots 16 to 22) in Block 62 in Frederick H. Bartlett's Chicago Highlands in the West 1/2 of the South West 1/4 of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, except that portion of Lot 16 taken for the widening of 63rd Street as per Condemnation, Case No. 59S11052.

PARCEL 4:

All of the East and West 16 foot vacated alley lying South of and adjoining the South Line of Said Lots 1 to 5 both inclusive, and lying North of and adjoining the North Line of Lots 16 to 22, both inclusive, except that part lying West of a Line drawn through a point in the North Line of Lot 5, said point being 285.59 feet West of the West Line of Sayre Avenue (as measured along the North Line of Lots 1 to 5) and extending South to a point on the South Line of Lot 16, said Point being 288.35 feet West of the West line of Sayre Avenue (as measured along the South Line of Lots 16 to 22), in Cook County, Illinois.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

Section 17, Article IV, of the Constitution of the State of Illinois, which provides that the General Assembly shall have the power to pass laws to regulate the conduct of the courts, is hereby invoked.

That the said court has been organized and is now sitting in the County of Cook, Illinois, and that the said court is now sitting in the County of Cook, Illinois, and that the said court is now sitting in the County of Cook, Illinois.

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PERMANENT REAL ESTATE TAX NUMBERS

- 19-18-314-004-0000 *sch. 4*
- 19-18-314-005-0000 *sch. 3*
- 19-18-314-006-0000 *sch. 2*
- 19-18-314-007-0000 *sch. 1*
- 19-18-314-017-0000 *sch. 17*
- 19-18-314-018-0000 *sch. 18*
- 19-18-314-019-0000 *sch. 19*
- 19-18-314-020-0000 *sch. 20*
- 19-18-314-021-0000 *sch. 21*
- 19-18-314-022-0000 *sch. 22*
- 19-18-314-023-0000 *sch. 23*
- 19-18-314-024-0000 *sch. 24*
- 19-18-314-025-0000 *sch. 25*
- 19-18-314-026-0000 *sch. 26*
- 19-18-314-027-0000 *sch. 27*
- 19-18-314-028-0000 *sch. 28, 29, 30, 31, 32, 33, 34, 35, 36,*

Property of Cook County Clerk's Office

7000 WEST 63RD ST.
CHICAGO, IL

EXHIBIT B

UNOFFICIAL COPY

Property of Cook County Clerk's Office