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TRUST DEED

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1988 APR -4 AM 11:40

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 25, 1988, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated March 21, 1988 and known as trust number 10492205, herein referred to as "First Party," and Chicago Title and Trust Company, an Illinois corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Nine Hundred Thousand and 00/100 (\$900,000.00)

made payable to BEARER
and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from March 28, 1988 on the balance of principal remaining from time to time unpaid at the rate of ten (10%) per cent per annum in instalments as follows: stated in Paragraph R-1 of the attached Rider to Trust Deed.

Dollars on the ----- day of ----- 19 ---- and

Dollars on the ----- day of ----- 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 ----- day of ----- 19 ----

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 seven per cent 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 Kenneth S. Freedman, 29 S. LaSalle St., Chicago, Illinois 60603 in said City.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOTS 5 AND 6 (EXCEPT THE NORTH 35 FEET OF EACH OF SAID LOTS CONVEYED TO CITY OF CHICAGO FOR WIDENING RANDOLPH STREET) IN THE SUBDIVISION OF NORTH 100 FEET OF LOT 1 IN ASSESSOR'S DIVISION OF BLOCK 40 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Nos. 17-08-439-014-0000 204.5
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which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto 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. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement 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 notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys 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 Trustee for the benefit of the

NAME Kenneth S. Freedman
STREET Suite 430
29 South LaSalle Street
CITY Chicago, Illinois 60603
OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

941-943 West Randolph St.
Chicago, Illinois 60607

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RIDER TO TRUST DEED DATED MARCH 25, 1988,
FOR THE PREMISES COMMONLY KNOWN AS
941-943 WEST RANDOLPH STREET, CHICAGO, ILLINOIS

- R-1 Payments on the Instalment Note secured by this Trust Deed shall be as follows: Interest only on the balance of principal remaining from time to time unpaid, in monthly installments of \$7,500.00 each, commencing on May 1, 1988, and \$7,500.00 on the first day of each month thereafter, through and including April 1, 1990, and principal and interest in monthly installments of \$11,893.57 each, commencing on May 1, 1990, and \$11,893.57 on the first day of each month thereafter, with a final payment of principal and interest due on April 1, 2000.
- R-2 This is a SECOND TRUST DEED and is subject and subordinate to the Mortgage dated March 25, 1988 and recorded March 31, 1988 as Document No. 88135347, made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 21, 1988 and known as Trust No. 10492205, to NBD Highland Park Bank, N.A., to secure a note for \$ 157,500.00.
- R-3 If all or any part of the property or interest in it or all or any part of the beneficial interest in the trust which holds title to the property is sold or transferred, without the prior written consent of the holder of the note secured by this instrument, said party may, at its option, require immediate payment in full of all sums secured by this trust deed. Execution of articles of agreement for deed or an installment contract shall also be considered a sale or transfer for purposes of this paragraph.
- R-4 At such time as the Mortgagors are not in default either under the terms of the Instalment Note or under the terms of this Trust Deed, the Mortgagors shall have the privilege of making prepayments on the principal of said Instalment Note (in addition to the required payments) in accordance with the terms and conditions set forth in said Instalment Note.
- R-5 Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Trust Deed, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor hereby

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waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on its behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

- R-6 A condemnation of the premises shall not be deemed a default hereunder. Any condemnation award shall be distributed in accordance with the terms of Paragraph 21 (j) of the certain Agreement For The Purchase And Sale Of Assets, dated January 29, 1988, between DAWG Enterprises, Inc., an Illinois corporation, beneficiary of mortgagor herein, and Damore Wholesale Grocers, Inc.

This instrument was prepared by:

Kenneth S. Freedman
Attorney At Law
Suite 430
29 South LaSalle Street
Chicago, Illinois 60603

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