

TRUST DEED

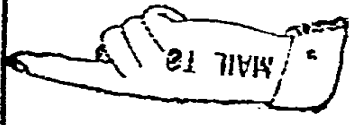
Box _____

DEVON BANK
as Trustee

To _____

Trustee

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DEVON BANK
6445 N. Western Avenue
Chicago, Illinois

FORM 111 CAS CAS. 1

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

Trustee.

IMPORTANT
For the protection of both the borrower and lender, the note secured by this Trust Deed should be identified by the Trustee named herein before the Trust Deed is filed for record.

Property of Cook County Clerk's Office

1. STEPHEN G. POLIHOVIC
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ETHEL MAY
Vice-President of the DEVON BANK, Chicago, Illinois, and CATHERINE
Assistant Secretary
of said Bank, who are 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 Bank, as Trustee as aforesaid, for the uses and purposes herein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes herein set forth.
GIVEN under my hand and notarial seal, this 24th day of April, 1929
John J. Williams
Notary Public. My Commission Expires: 10/24/29

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

TO HAVE AND TO HOLD the premises unto 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 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) 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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys 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 per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. 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 thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 title, 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 eight per cent per annum, when paid or incurred by Trustee or holders 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) 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.

5. 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 remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or 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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TRUST ADMINISTRATOR

Assistant Secretary

ATTEST

Vice-President

By [Signature]
As Trustee as aforesaid and not personally.
DEVON BANK

IN WITNESS WHEREOF, DEVON BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

of the guarantor, if any.

It is expressly understood and agreed by and between the parties herein anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements made on the part of the Trustee while in a reporting position as a Trustee, and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and the instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability of the DEVON BANK in Chicago or on account of any representation, covenant, warranty or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. The Trustee makes no maintenance of the chattels herein described, if any.

hereunder.

10. 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed

under the terms hereof, and it may require indemnities satisfactory to it before exercising any power herein given.

9. 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 hereof to and 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 a certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented, and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

8. 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 unless expressly obligated by the terms hereof, nor be liable for any acts 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.

7. 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.

without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 time when First Party, its successors or assigns, 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, 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: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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ORDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED December 15, 1988, BY DEVON BANK, A STATE BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 9, 1988, AND KNOWN AS TRUST NUMBER 9440, AS GRANTOR AND MAHER AND CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE:

11. Until the indebtedness aforesaid shall be fully paid, and in case of failure of first party, its successor or assigns, as required by the holders of the note, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance including war damage insurance and flood hazard insurance if available, in such amounts as are reasonably satisfactory to the holders of the note; to keep all buildings and fixtures that may be on the said premises at any time during the continuance of said indebtedness insured against loss or damage by fire with an extended coverage endorsement for the full insurable value of said buildings and fixtures in responsible insurance companies to be approved by the holders of the note; to make all sums recoverable upon such policies payable to the holders of the note by the usual mortgage or trustee clause to be attached to such policies; to deposit such policies with the holders of the note; or to deposit with the holders of the note any renewal policies not less than ten days before the expiration date of the prior policy being renewed or replaced; then the trustee or the holders of the note may but need not exercise any or all of the rights and remedies given to them in paragraph numbered (1) hereto, and anything in this instrument contained to the contrary notwithstanding, the provisions of this paragraph numbered (1) that in all respects constitute a part of paragraph numbered (1) hereto in the same manner as though appearing as clause numbered (9) of said paragraph numbered (1).

12. First party ratifies any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on behalf of the first party as mortgagor or grantor, the trust estate, and all persons beneficially interested therein, and each and every person except decree or judgment creditors of first party as trustee in the representative capacity and of the trust estate, acquiring any interest in or title to the mortgaged premises subsequent to the date of this trust deed.

13. The note secured by this Trust Deed is subject to prepayment in accordance with the terms thereof.

14. First party represents and agrees that the proceeds of the note secured by this Trust Deed will be used for the purposes specified in Paragraph 4(C) of Chapter 7 of the Illinois Revised Statutes (as the same exist on the date hereto), and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph. 15. First party does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagor or its assigns, and further that in the event of any such transfer by the first party without the advance written consent of its assigns, the mortgagor or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable.

16. 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 and 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 under any existing law, then the 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.

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the trustee or for the purpose or with the intention of binding said trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the DEVON BANK in Chicago or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking, warranty or agreement of the said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. The Trustee makes no maintenance of the chattels herein described, if any.

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TRUST ADMINISTRATOR
Assistant Secretary

[Handwritten signature]
VICE PRESIDENT

DEVON BANK
As Trustee aforesaid and not personally.

22. Wherever the word, "Mortgagee" is used herein, it shall mean "First Party"; and wherever the word "Mortgage" is used herein, it shall mean "Holder of the Note."

21. The property will not be further encumbered and the entire balance owing shall become due and payable immediately upon the sale or conveyance of the real estate security for this loan.

20. If any action or proceeding be commenced (except a suit to foreclose the lien hereof or to collect the indebtedness secured hereby), to which action or proceeding the holder 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 holder 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 the Mortgagee, with interest thereon at the rate of four (4) percent per annum above the prime rate in effect from time to time at Exchange National Bank of Chicago, Illinois.

19. It is further agreed that if the Premises, or any part thereof, be condemned under the power of eminent domain, or acquired for a public use, the damages awarded, the proceeds for the taking care of, or the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Trust Deed and the Note which it is given to secure remaining unpaid are hereby assigned by the Mortgagee to the Mortgagee. The Mortgagee is hereby authorized, but shall not be required, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances for, and to appeal from any such judgments or awards. The Mortgagee may apply all such sums or any part thereof so received, after the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the Mortgagee elects.

18. Whenever any of the parties hereto are referred to, such reference shall be deemed to include the successors and assigns of such party.

17. 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 and jointly, demand, presentment, protest, notice of non-payment, 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.