

UNOFFICIAL COPY

89098755 5 5
1989 MAR 27 11 12 AM '89 #9098755

3300

FIXED RATE TRUST DEED
(CONSTRUCTION - PRINCIPAL PLUS INTERST)

THIS TRUST DEED, made as of this 3rd day of March, 1989, by Bank of Ravenswood, As Trustee, Under Trust Agreement No.25-9847 dated 1/30/89 (herein called the "First Party") to CHICAGO TITLE AND TRUST COMPANY (herein together with its successors and assigns, including each and every from time to time holder of the Note hereinafter described called "Trustee").

WITNESSETH

WHEREAS, First Party is the owner and holder of fee simple title in and to all of the real estate described in Exhibit "A" attached hereto and by this reference made a part hereof which real estate forms a portion of Premises hereinafter described;

WHEREAS, First Party and Bank of Ravenswood have concurrently herewith executed a Construction Loan Agreement bearing even date herewith ("Construction Loan Agreement");

WHEREAS, First Party (sometimes hereinafter referred to as "Maker") has concurrently herewith executed a note bearing even date herewith in the principal sum of Seventy Two Thousand Eight Hundred and no/100 Dollars (\$72,800.00) made payable to Bank of Ravenswood and delivered, in and by which said Note the Maker promises to pay the said principal sum and interest on the balance remaining from time to time unpaid until paid in full ("Note"). Accrued interest and costs to date are due and payable on April 2, 1989, and on the 2nd day of each month thereafter; and the principal sum, accrued interest and costs advanced hereunder and if not sooner paid, shall be due on the 2nd day of March, 1990. Said Note bears interest at an annual rate equal to 13.5% (Index Rate); any installments not paid promptly when due bear interest at an annual rate equal to the Index rate plus 3%.

THIS DOCUMENT PREPARED BY AND MAIL TO:

TECHIE L. VARGAS
BANK OF RAVENSWOOD
1825 W. LAWRENCE ST.
CHICAGO, IL 60640

BOX 100

0-33415
RE: TITLE GUARANTY ORDER #

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECORD YTHASAUO 3111 1711

2025/06/15

UNOFFICIAL COPY

3 9 1 9 5 7 5 5

All payments on account of the indebtedness evidenced by said Note to be first applied to amounts advanced hereunder, then to interest on the unpaid principal balance and on said amounts advanced, and the remainder to principal; 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 main office of Bank of Ravenswood in said city.

NOW, THEREFORE, to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other indebtedness hereby secured, and the performance and observance of all the covenants, agreements and provisions herein and in the Note contained, and in consideration of the premises and of the sum of \$10.00 paid to the First Party, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by the First Party, the First Party DOES HEREBY GRANT, REMISE, MORTGAGE, RELEASE, ALIEN AND CONVEY unto Trustee, its successors and assigns forever, the real estate described on Exhibit "A" attached hereto and by this reference made a part hereof (herein, together with the property mentioned in the next succeeding paragraphs hereto, called the "Premises");

TOGETHER with all right, title and interest of First Party including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the Premises;

TOGETHER with all regular and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversions and remainders thereof;

TOGETHER with all rents, income, receipts, revenues, issues, proceeds and profits accruing and to accrue from the Premises;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises, and all fixtures and articles of personal property now or hereafter owned by First Party and attached to or contained in and used in connection with the Premises and/or the operation and convenience of any building or buildings and improvements located thereon, including, but

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air conditioning and sprinkler equipment, systems, fixtures and conduits and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed that all of the Premises shall, so far as permitted by law, be deemed to be fixtures, a part of the realty and security for the indebtedness hereby secured.

TOGETHER with all right, title, estate and interest of the First Party in and to the Premises, estate, property, improvements, furniture, furnishings, apparatus and fixtures hereby conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Premises after event of default in payment, or breach of any covenant herein contained, and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Trustee, and First Party hereby appoints Trustee its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, on behalf of First Party, or the successors or assigns of First Party, to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Trustee, of the indebtedness hereby secured, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Indebtedness is otherwise adequately secured.

TO HAVE AND TO HOLD the Premises, with the appurtenances, and fixtures, unto the Trustee, its successors and assigns, forever, for the purposes and upon the uses and purposes herein set forth together with all right to possession of the Premises upon the occurrence of any Event of Default as hereinafter defined; the First Party hereby RELEASING and WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if the First Party shall pay when due the indebtedness hereby secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

observed by the First Party, then this Trust Deed and the estate, right and interest of the Trustee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

THE FIRST PARTY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness: The First Party shall pay when due (a) the principal of and interest and premium, if any, on the indebtedness evidenced by the Note and (b) all other indebtedness hereby secured; and the First Party shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on the First Party's part to be performed or observed as provided herein, in the Note, and in the Construction Loan Agreement; and this Trust Deed shall secure such payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, Etc.: Pursuant to and subject to the terms of the Construction Loan Agreement the First Party shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purposes; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien; (c) pay, when due, any indebtedness which may be secured by a lien or charge of the Premises superior to the lien hereof and, upon request, exhibit to the Trustee satisfactory evidence of the discharge of such prior lien, (d) complete the construction of any improvements within a reasonable time, now or at any time in the process of repair or erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof (f) make or permit no material alterations in the Premise except as required by law or ordinance without the prior written consent of the Trustee; (g) suffer or permit no change in the general nature of the occupancy of the Premises; (h) initiate or acquiesce in no zoning reclassification with respect to the Premises; and (i) suffer or permit no unlawful use of, or nuisance to exist upon the Premises.

3. Other Liens: The First Party shall not create or suffer or permit any Mortgage, lien, charge or encumbrance to attach to the Premises, whether such lien, charge or encumbrance is inferior or superior to the lien of this Trust Deed, excepting only the lien of real estate taxes and assessments not due or delinquent.

4. Taxes: The First Party shall pay before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

89098755

assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the First Party, if applicable to the Premises or any obligation or agreement secured hereby; and First Party shall, upon written request furnish to the Trustee duplicate receipts therefor. The First Party shall pay in full under protest in the manner provided by statute, any Taxes which the First Party may desire to contest; provided, however, that if deferment of payment of any such Taxes is required to conduct any contest or review, the First Party shall deposit with the Trustee the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, and in any event, shall pay such Taxes notwithstanding such contest, if in the opinion of the Trustee the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; and if the First Party shall not pay the same when required so to do, the Trustee may do so and may apply such deposit for the purpose. In the event that any law or court decree has the effect of deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Trustee the payment of the whole or any part of the Taxes or liens herein required to be paid by the First Party, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of the Trustee in the Premises, or the manner of collection of Taxes, so as to adversely affect this Trust Deed or the indebtedness hereby secured or the Trustee, then, and in any such event, the First Party, upon demand by the Trustee, shall pay such Taxes, or reimburse the Trustee therefor on demand, unless such payment or reimbursement by First Party is unlawful in which event the indebtedness hereby secured shall be due and payable within thirty (30) days after written demand by Trustee to First Party. Nothing in this Paragraph 4 contained shall require the First Party to pay any income, franchise or excise tax imposed upon the Trustee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises, and then only in an amount computed as if the Trustee derived no income from any source other than its interest hereunder.

5. Insurance Coverage: The First Party will insure or cause to be insured and keep or cause to be kept insured all of the buildings and improvements now or hereafter constructed or erected upon the Premises and each and every part and parcel thereof, against such perils and hazards as the Trustee may from time to time require under the terms of the Construction Loan Agreement.

6. Proceeds of Insurance: The First Party will give the Trustee prompt notice of any damage to or destruction of the Premises, and:

(a) In case of loss covered by policies of insurance,

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/02/01

UNOFFICIAL COPY

3 9 7 9 7 5 5

the Trustee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the first party, or (ii) allow the First Party to agree with the insurance company or companies on the amount to be paid upon the loss; and provided that in any case the Trustee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by the Trustee in the adjustment and collection of insurance proceeds shall be so much additional indebtedness secured hereby, and shall be reimbursed to the Trustee upon demand.

(b) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of the Trustee, the Premises can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty and adequately securing the outstanding balance of the indebtedness secured hereby, then, if no Event of Default, as hereinafter defined, shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse the First Party for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof, as provided for in Paragraph 7 hereof; and the First Party hereby covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding; provided, always, that the First Party shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

(c) Except as provided in Subsection (b) of this Paragraph 6, the Trustee may apply the proceeds of insurance consequent upon any Insured Casualty upon the indebtedness secured hereby, in such order or manner as the Trustee may elect.

(d) In the event that proceeds of insurance, if any, shall be made available to the First Party for the restoring, repairing, replacing or rebuilding of the Premises, the First Party hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by the Trustee.

7. Disbursement of Insurance Proceeds: In the event the First Party is entitled to reimbursement out of insurance

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

proceeds held by the Trustee, such proceeds shall be disbursed from time to time upon the Trustee being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding with funds (or assurances satisfactory to the Trustee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and with such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and other such evidences of cost, payment and performance as the Trustee may reasonably require and approve; and the Trustee may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by the Trustee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of the Trustee, together with funds deposited for that purpose or irrevocably committed to the satisfaction of the Trustee by or on behalf of the First Party for that purpose, shall be at least sufficient, in the reasonable judgment of the Trustee, to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by the Trustee after payment of such costs of restoration, repair, replacement or rebuilding shall, at the option of the Trustee, be applied on account of the loan evidenced by the Note. No interest shall be allowed to the First Party on account of any proceeds of insurance or other funds held in the hands of the Trustee.

8. Condemnation: The First Party hereby assigns, transfers and sets over unto the Trustee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation including any payments made in lieu of and/or in settlement of a claim or threat of condemnation. The Trustee may elect to apply the proceeds of the award upon or in reduction of the loan evidenced by the Note then most remotely to be paid, whether due or not, or require the First Party to restore or rebuild the Premises, in which event, the proceeds shall be held by the Trustee and used to reimburse the First Party for the cost of such rebuilding or restoring. If, in the reasonable judgment of the Trustee, the Premises can be restored to an economic unit not less valuable than the same was prior to the condemnation and adequately securing the outstanding balance of the loan evidenced by the Note, the award shall be used to reimburse the First Party for the cost of restoration and rebuilding; provided always, that no Event of Default has occurred and is then continuing. If the

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-03-04

UNOFFICIAL COPY

First Party is required or permitted to rebuild or restore the Premises as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by the Trustee, and proceeds of the award shall be paid out in the same manner as is provided in Paragraph 6 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, the First Party shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of the Trustee, be applied on account of the indebtedness secured hereby. No interest shall be allowed to First Party on account of any award held by Trustee.

9. Tax Stamp: If, by the laws of the United States of America, or of any state or municipality having jurisdiction over the First Party or the Premises, any tax becomes due in respect of the issuance of the Note or this Trust Deed, the First Party shall pay such tax in the manner required by law.

10. Effect of Extension of Time and Amendments of Junior Liens and Other: If the payment of the indebtedness secured hereby, or any part thereof, be extended or varied, or if any part of the security therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the Trustee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage or other lien, upon the Premises or any interest therein, shall take the said lien subject to the rights of the Trustee to amend, modify and supplement this Trust Deed, the Note and the Agreement herein referred to, and to extend the maturity of the indebtedness secured hereby, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Trust Deed losing its priority over the rights of any such junior liens.

11. Trustee's Performance of First Party's Obligations: In case of an Event of Default herein, the Trustee, either before or after acceleration of the indebtedness secured hereby or of the foreclosure of the lien hereof and during the period of redemption, if any, may but shall not be required to, make any payment or perform any act herein required of the First Party (whether or not the First Party is personally liable therefor) in any form and manner deemed expedient to the Trustee; and the Trustee may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

3 9 1 9 3 7 5 5

and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redemption from any tax sale or forfeiture affecting the Premises or contest any tax or assessment, and may, but shall not be required to, complete construction, furnishing and equipping of the improvements upon the Premises and rent, operate and manage the Premises and such improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorney's fees and other monies advanced by the Trustee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises and such improvements or to pay any such operating costs and expenses thereof or to keep the Premises and improvements operational and usable for its intended purpose shall be so much additional indebtedness secured hereby, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice and with interest thereon at the Default Rate specified in the Note (herein called the "Default Rate"). Inaction of the Trustee shall never be considered as a waiver of any right accruing to it on account of any default on the part of the First Party. The Trustee in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; and (c) in connection with the completion of construction, furnishing or equipping of the improvements of the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, Trustee may do so in such amounts and to such persons as Trustee may deem appropriate and may enter into such contracts therefor as Trustee may deem appropriate or may perform the same itself.

12. Restrictions on Transfer: It shall be an Event of Default hereunder if, without the prior written consent of the Trustee any one or more of the following shall occur:

(a) If the First Party shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY

UNOFFICIAL COPY

89098755

sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral, subject to the first and prior lien hereof, of at least equal value and utility;

(b) If the First Party is a Land Trustee, then, if any beneficiary of the First Party shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any portion of such beneficiary's beneficial interest in the First Party;

(c) If the First Party is a partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture, then if any General Partner or joint venturer in such partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer;

(d) If the First Party is a corporation, or if any beneficiary of a trustee mortgagor is a corporation, then the merger, liquidation or dissolution of such corporation or the sale of all or substantially all of its assets not in the ordinary course of business or share exchange or the sale, assignment, transfer, lien, pledge, security interest or other encumbrance or alienation of the outstanding securities of such corporation;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Paragraph 12 shall not apply (i) to liens securing the indebtedness secured hereby, (ii) to the lien of current taxes and assessments not in default, and (iii) to any transfer of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, in the First Party or any beneficiary of a trustee mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this Paragraph 12 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, shares of stock of, or partnership or joint venture in, the First Party or any beneficiary of a trustee mortgagor.

89098755

UNOFFICIAL COPY

8 9 0 9 5 7 5 5

13. Events of Default: If one or more of the following events (herein called "Events of Default") shall occur:

(a) If default be made in the due and punctual payment of the Note, or any installment thereof, either principal or interest, as and when the same is due and payable; or

(b) If default be made and shall continue for ten (10) days after notice thereof by the Trustee to First Party in the making of any payment of monies required to be made hereunder or under any further advance that constitutes part of the indebtedness secured hereby; or

(c) If an Event of Default under any assignment defined in Paragraph 21 shall occur and be continuing; or

(d) If an Event of Default pursuant to Paragraph 12 hereof shall occur and be continuing without notice or period of grace of any kind; or

(e) If (and for the purpose of this Paragraph 13(e) only, the term First Party shall mean and include not only First Party but any beneficiary of a trustee mortgagor, and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the indebtedness secured hereby or any of the covenants or agreements contained herein):

(i) First Party shall file a petition in voluntary bankruptcy under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect, or

(ii) First Party shall file an answer admitting insolvency or inability to pay its debts, or

(iii) Within sixty (60) days after the filing against First Party of any involuntary proceeding under the Federal Bankruptcy Act or similar law, such proceedings shall not have been vacated or stayed, or

(iv) First Party shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the First Party for all or the major part of the First Party's property or the Premises, in any voluntary proceeding, or any court shall have taken jurisdiction of all or the major part of the First Party's property or the Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the First Party, and such trustee or receiver shall not be discharged or such jurisdiction, relinquished or vacated or stayed on appeal or otherwise stayed within

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000

UNOFFICIAL COPY

3 9 0 9 3 7 5 5

sixty (60) days, or

(v) First Party shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises, or

(vi) First Party's property shall be levied upon by execution or other legal process, or

(vii) First Party shall merge, liquidate or dissolve or sell all or substantially all its assets not in the ordinary course of its business, or

(viii) First Party shall die or be declared incompetent.

(f) If default shall continue for twenty (20) days after notice thereof by the Trustee to the First Party in the due and punctual performance or observance of any other agreement or condition herein contained; or

(g) If the Premises shall be abandoned; or

(h) If an event of default shall occur and be continuing under the Construction Loan Agreement;

then, so long as such Event of Default still exists, the Trustee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Trustee hereunder to declare, without further notice all indebtedness secured hereby to be immediately due and payable, whether or not such default be thereafter remedied by the First Party, and the Trustee may immediately proceed to foreclose this Trust Deed and/or to exercise any right, power or remedy provided by this Trust Deed, the Note, the Agreement or by law or in equity conferred.

14. Possession by Trustee: When the indebtedness secured hereby shall become due, whether by acceleration or otherwise, the Trustee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of rents, issues and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of taxes, insurance premiums and other charges applicable to the Premises, or in reduction of the indebtedness secured hereby; and the rents, issues and profits of and from the Premises are hereby specifically pledged to the payment of the indebtedness secured

hereby.

15. Foreclosure: When the indebtedness secured hereby, or any part thereof, shall become due, whether by acceleration or otherwise, the Trustee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of the Trustee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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, title insurance policies, and similar data and assurance with respect to title, as the Trustee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Trust Deed, including the fees of any attorney employed by the Trustee in any litigation or proceeding affecting this Trust Deed, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional indebtedness secured hereby and shall be immediately due and payable by the First Party, with interest thereon at the Default Rate until paid.

16. Receiver: Upon, or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to solvency or insolvency of the First Party at the time of application for such receiver, 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 or any holder of the Note or any employee or agent thereof may be appointed as such receiver. Such Receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when the First Party, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of:

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-01

UNOFFICIAL COPY

0 9 0 9 1 7 5 5

(a) The indebtedness secured hereby or the indebtedness secured by a 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 the foreclosure sale; or

(b) The deficiency in case of a sale and deficiency.

17. Proceeds of Foreclosure Sale: 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 Paragraph 15 hereof; Second, all other items which, under the terms hereof, constitute indebtedness secured hereby additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note or under any further advances as are herein mentioned; Fourth, to the principal remaining unpaid upon the Note; and upon any further advances as are herein mentioned; and lastly, any surplus to the First Party, and its successors or assigns, as their rights may appear.

18. Insurance Upon Foreclosure: In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Trust Deed, the court, in its decree, may provide that the Trustee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to such decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each every successive redeemer may cause the preceding loss clause attached to each casualty insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of a foreclosure sale, the Trustee is hereby authorized, without consent of the First Party, to assign any and all insurance policies to the purchaser at the sale, or to take such steps as the Trustee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to First Party for prepaid premiums thereon.

19. Hazardous Materials:

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

600-200-0000

UNOFFICIAL COPY

8 9 0 9 3 7 5 5

(a) Definitions: For the purpose of this Trust Deed, First Party and Trustee agree that, unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified:

(i) "Hazardous Materials" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) any substance and presence of which on the Premises is prohibited by any Governmental Requirements; and (f) any other substance which by any Governmental Requirement requires special handling in its collection, storage, treatment or disposal.

(ii) "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the Improvements, facilities, soil, ground water, air or other elements on, or of, the Premises by Hazardous Materials, or the contamination of the buildings, facilities, soil, ground water, air or other elements on, or of, any other property as a result of Hazardous Materials at any time (whether before or after the date of this Trust Deed) emanating from the Premises.

(b) First Party's Warranties: First Party hereby represents and warrants that no Hazardous Materials are now located on the Premises and that neither First Party nor any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of, on, under or at the Premises or any part thereof. No part of the Premises has ever been used as a manufacturing, storage or dump site for Hazardous Materials, nor is any part of the Premises affected by any Hazardous Materials Contamination. To the best of the First Party's knowledge and belief, no property adjoining the Premises has ever been used as a manufacturing, storage or dump site for Hazardous Materials nor is any other property adjoining the Premises affected by Hazardous Materials Contamination.

(c) First Party's Covenants: First Party agrees to (a) give notice to Trustee immediately upon the First Party acquiring knowledge of the presence of any Hazardous

89098755

Materials on the Premises or of any Hazardous Materials Contamination with a full description thereof; (b) promptly comply with any governmental requirement requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide Trustee with satisfactory evidence of such compliance; and (c) provide Trustee, within thirty (30) days after demand by the Trustee, with a bond letter of credit or similar financial assurance evidencing to the Trustee's satisfaction that the necessary funds are available to pay the cost of removing, treating or disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Premises as a result thereof.

(3) Site Assessments: Trustee (by its officers, employees and agents) at any time and from time to time, either prior to or after the occurrence of an Event of Default, may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Premises for the purpose of determining whether there exists on the Premises any environmental condition which could result in any liability, cost of expense to the owner or occupier of such Premises arising under any state, federal or local law, rule or regulation relating to Hazardous Materials. The Site Assessment may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by First Party which do not impede the performance of the Site Assessment. The Site Reviewers are hereby authorized to enter upon the Premises for such purposes. The Site Reviewers are further authorized to perform both above and below ground testing for environmental damage or the presence of Hazardous Materials on the Premises and such other tests on the Premises as may be necessary to conduct the Site Assessment in the reasonable opinion of the Site Reviewers. First Party will supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the site reviewers to facilitate the Site Assessment and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Trustee shall make the results of such Site Assessment fully available to First Party, which (prior to an Event of Default) may at its election participate under reasonable procedures in the direction of such Site Assessment and the description of tasks of the Site Reviewers. The cost of performing such Site Assessment shall be paid by First Party upon demand of Trustee and any such obligations shall constitute additional indebtedness secured by this Trust Deed.

(e) Indemnification: Regardless of whether any Site

89098755

Assessments are conducted hereunder, any Event of Default shall have occurred and be continuing or any remedies in respect of the Premises are exercised by Trustee, First Party shall defend, indemnify and hold harmless Trustee from any and all liabilities (including strict liability), actions, demands, penalties, losses, costs or expenses (including, without limitation, reasonable attorney's fees and remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the release of this Trust Deed) be paid, incurred or suffered by or asserted against, Trustee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises of any Hazardous Materials or Hazardous Materials Contamination or arise out of or result from the environmental condition of the Premises or the applicability of any governmental requirement relating to Hazardous Materials (including, without limitation, CERCLA or any so called federal, state or local "Superfund" or "Superlien" laws, statute, law, ordinance, code, rule, regulation, order or decree), regardless of whether or not caused by or within the control of Trustee. The representations, covenants and warranties contained in this Section 19 shall survive the release of this Trust Deed.

(f) Trustee's Right to Remove Hazardous Materials: Trustee shall have the right but not the obligation, without in any way limiting Trustee's other rights and remedies under this Trust Deed, to enter onto the Premises or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Materials or Hazardous Materials Contamination on the Premises following receipt of any notice from any person or entity asserting the existence of any Hazardous Materials or Hazardous Materials Contamination pertaining to the Premises, or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Premises, or other action and/or which, in Trustee's sole opinion, could jeopardize Trustee's security under this Trust Deed. All reasonable costs and expenses paid or incurred by Trustee in the exercise of any such rights shall be secured by this Trust Deed and shall be payable by First Party upon demand.

20. Mortgagee in Possession: Nothing herein contained shall be construed as constituting the Trustee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

21. Further Assurances: The First Party will do, execute,

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

89098755

acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of the Trustee, for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustee all property mortgaged hereby or property intended so to be; whether now owned by First Party or hereafter acquired.

22. First Party's Successors: In the event that the ownership of Premises becomes vested in a person or persons other than the First Party, the Trustee may, without notice to the First Party, deal with such successor or successors in interest of the First Party with reference to this Trust Deed and the indebtedness secured hereby in the same manner as with the First Party. The First Party will give immediate written notice to the Trustee of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph 22 shall vary or negate the provisions of Paragraph 12 hereof.

23. Rights Cumulative: Each right, power and remedy herein conferred upon the Trustee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to the Trustee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Trustee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

24. Successors and Assigns: This Trust Deed and each and every covenant, agreement and other provision hereof shall be binding upon the First Party and its successors and assigns (including, without limitation, each and every from time to time record owner of the Premises or any other person having an interest therein), and shall inure to the benefit of the Trustee and its successors and assigns. Wherever herein the Trustee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not; and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions herein, as fully and to the same extent and with the same effect as if such from time to time holder were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated the Trustee.

25. Provisions Severable: The unenforceability or

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-01

UNOFFICIAL COPY

8909755

invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

26. Waiver of Defense: No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid to the party interposing the same in an action at law upon the Note.

27. Time of Essence: Time is of the essence of the Note, this Trust Deed, and any other document evidencing or securing the loan evidenced by the Note.

28. Captions and Pronouns: The captions and headings of the various sections of this Trust Deed and for convenience only, and are not to be construed as confining or limiting in any way and scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

29. Notices: Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof be certified or equivalent mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may by notice in writing designate for itself, shall constitute service of notice hereunder three (3) business days after the mailing thereof;

(a) If to the Trustee:

Bank of Ravenswood
Attn: Construction Loan Department
1825 West Lawrence Avenue
Chicago, Illinois 60640

(b) If to the First Party
at the address of Borrower above
in Construction Loan Agreement:

Any such notice may be served by personal delivery thereof to the other party which delivery shall constitute service of notice hereunder on the date of such delivery.

30. Release/Miscellany: 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 exercise any power herein given 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.

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 an identification number purporting to be placed thereon by a prior Trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original Trustee and it has never placed its identification number on 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 by the persons therein designated as makers thereof.

This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of such indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one note is used.

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 provisions of this Trust Deed.

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2023

Land Trustee Exculpation: This mortgage is executed by First Party 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 First Party 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 the Note contained shall be construed as creating any liability on said First Party personally, to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition either express or implied herein contained, or with regard to any warranty contained in this Trust Deed except the warranty made in this Paragraph, all such liability, if any, being expressly waived by the 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 assigns are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look to the Premises for the payment thereof in the manner herein and in the Note provided but this shall not be construed in any way so as to affect or impair the lien of the Trust Deed or the Trustee's right to foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies in any such foreclosure proceedings or other enforcement of the payment of the Indebtedness Hereby Secured out of and from the security given therefor in the manner herein and in the Note provided for to affect or impair the personal liability of Trustee or the Note (exclusive of First Party) or any guarantors thereof.

89098755

IN WITNESS WHEREOF, the First Party has caused this Trust Deed to be duly signed, sealed and delivered the day and year first above written.

Bank of Ravenswood

not personally but solely as Trustee
as aforesaid.

(Corporate Seal)

BY:

Mark S. Lee

ITS

 Vice President
(Title)

ATTEST:

Eva Hig

Its

 Land Trust Officer
(Title)

This document is identified as#
by Chicago Title & Trust Co.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3 9 0 7 5 7 5 5

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Silvia Medina, a Notary Public in and for said County in the State aforesaid, do hereby certify that MARTIN S. EDWARDS, of Bank of Ravenswood and Eq. High of Bank of Ravenswood being personally known to me as the persons whose names are subscribed to the foregoing instrument as such Vice President and Land Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act of said Bank, as Land Trustee, for the uses and purposes therein set forth; and the said Land Trust Officer did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Land Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of March, 1989.

Silvia Medina
Notary Public

My commission expires:



89098755

COOK County Clerk's Office

UNOFFICIAL COPY

8 9 0 9 5 7 5 5

EXHIBIT "A"

LOT 17 IN BLOCK 5 IN TREAT'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 16-02-313-038

COMMONLY KNOWN AS: 1018 N. RIDGEWAY, CHICAGO, IL 60651

Property of Cook County Clerk's Office

89098755

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000