

TRUST DEED **UNOFFICIAL COPY** 4 73176858 8
708707 NOTE IDENTIFIED

89119058

CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 7, 1985, between GMH FOOD CORPORATION

a corporation, organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, 111 W. Washington, Chicago

an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of THIRTY FIVE THOUSAND

THOUSAND (\$35,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to the ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay, the said principal sum of money and interest from

of date on the balance of principal remaining from time to time unpaid at the rate of eleven per cent in instalments (including principal and interest) as follows:

THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) Dollars on the 10th day of November 19 87

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 11 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 1863 West 107th St., in said City.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook, STATE OF ILLINOIS,

SEE RIDER ATTACHED

Lots 11, 12, 13 and 14 in the Subdivision of Lots 4 and 5 in Block 33 and Lot 1 in Block 34 of Washington Heights a Subdivision of the South East 1/4 of Section 18, Township 37 North, Range 14 East of the Third Principal Meridian, and the North East 1/4 of Section 19, Township 37 North, Range 14 lying East of Prospect Avenue, all in Cook County, Illinois.

Parcel 2: The North 37.5 feet of Lot 2 in Block 34 in Washington Heights, being a resubdivision of Lot 1 and 2 in Block 13, all of Block 14, Lot 7 to 63 inclusive, in Block 20, Lots 1, 2 and 3 in Block 21 and all of Block 24, 25, 28 and 29, (all in Section 18 and 19, Township 37 North, Range 14; also Subdivision of the West Half of the Northwest 1/4 of Section 20, and that portion of the East 1/4 of the Southwest 1/4 of Section 19, also of Prospect Avenue all in Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

17. This is a Part Purchase Money Trust Deed.
18. In the event of the sale or transfer of the title to the premises described in the Trust Deed herein, the holder of the Note secured hereby may at its option delcare the entire amount of the indebtedness to be immediately due and payable.

Permanent Index Number 25-18-401-001,002,003, 004. 3176858

CORPORATE SEAL

BY George M. Hartnett Assistant Vice President

ATTEST: Jean Hartnett Assistant Secretary

STATE OF ILLINOIS,)
County of Cook) SS. I, JOHN GOLDRICK
GEORGE M. HARTNETT Assistant Vice President of the GMH FOOD CORPORATION
and JEAN HARTNETT Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such Assistant 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of November 1985

John Goldrick NOTARY PUBLIC

Notarial Seal

This instrument was prepared by John T. Goldrick, 10125 S. Roberts Road, Palos Hills, Illinois 60465

LEGAL DESCRIPTION AFFECTS PROPERTY ON NOV 14 1985 CTTC 85705 AND OTHER PROPERTY

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THE COVENANTS, CONDITIONS AND PROVISIONS HEREIN (See Reverse Side of This Trust Deed)

1. Mortgagor shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may in any way be destroyed or be destroyed...

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due...

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same...

4. In case of default therein, Trustee or the holders of the note 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...

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate...

6. Mortgagor shall pay the item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable...

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree...

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all 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 of a lien equal 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 Mortgagor, its successors or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor 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 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 times when Mortgagor, 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, possession, 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 for closing 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 a deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

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

12. 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.

13. 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 presentation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the 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 on behalf of the corporation herein designated as the maker 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 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 the corporation herein designated as maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or 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 hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness on 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.

16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed on its own 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.

89145018

CHICAGO TITLE INSURANCE CO. MAIL 70-14-321v

Form with fields: Identification No. 7008707, CHICAGO TITLE AND TRUST COMPANY, Trustee, Ass't Trust Officer / Ass't Secy / Ass't Vice Pres

Form with fields: THE NOTE SECURED BY THIS TRUST DEED IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY BEFORE THE TRUST DEED IS FILED FOR RECORD, ADDRESS, PALMS HILLS, CHICAGO, ILL. 60665

892038 IN DUPLICATE

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GIVEN under my hand and Notarial Seal this [Date] day of [Month] 19[Year].
Notary Public

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
President and Secretary, respectively, appeared before me this day in person and acknowledged that they
signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for
the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary as
Secretary of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said
Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

and
JEAN HARTNETT
GEORGE M. HARTNETT
County of COOK
STATE OF ILLINOIS

JOHN GOLDRICK
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
President of the
GMH FOOD CORPORATION

BY [Signature]
GMH FOOD CORPORATION
Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its
Board of Directors
In Witness Whereof said mortgagee has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and

attested by its Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the
of said corporation.

which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all improvements, cements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so
long and during all such times as Mortgagee 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 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, radiator beds, awnings, stoves and water heaters. All of the foregoing are intended to be a part of said real estate whether physically
attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagee 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.
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this
trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagee, its successors and

assigns.

CHICAGO TITLE AND TRUST COMPANY, 111 W. Washington, Chicago
herein referred to as "Mortgagee" and

Illinois of
a corporation, organized under the laws of

THIS INDENTURE, made November 7, 1985, between
GMH FOOD CORPORATION

THE ABOVE SPACE FOR RECORDER'S USE ONLY

REC'D BY 6:16:08 PM 1985

City, Illinois

Principal Trust

Principal Trust

Principal Trust

89119058

89119058

89119058

LEGAL DESCRIPTION AFFECTS PROPERTY OF
MAY 14 1985 5:30 PM AND OTHER PROPERTY

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TRUST DEED 208707

NOTE IDENTIFIED 4 73478558 8

