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TRUST DEED

TWENTY-FIVE (25) YEAR
AMORTIZATION; TEN (10) YEAR
BALLOON OPTION; PREPAYMENT
PRIVILEGE

1989 APR -7 AM 10:43

89152363

CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 15, 1989, between FIRST NATIONAL BANK OF BLUE ISLAND, as Trustee under a certain Trust Agreement dated June 28, 1988 and known as Trust #88068 a corporation organized under the laws of the United States of America, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, 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 Five Hundred Seventy-Five Thousand and NO/100 (\$575,000.00) -----

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 and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.5 per cent per annum in instalments (including principal and interest) as follows:

Five Thousand Four Hundred Thirty and No/100 (\$5,430.00) -----
Dollars or more on the 1st day of May 1989 and Five Thousand Four Hundred Thirty and No/100 (\$5,430.00) -----

Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of April, 2014. All such payments on account of the indebtedness evidenced by said note to be applied as provided for in the Note to principal; 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 Wisconsin National Life Insurance Company, 220 Washington Avenue, P.O. Box 740, Oshkosh, Wisconsin, 54902-0740 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 Village of Crestwood COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 2 in Crest Industrial Center Addition, being a Resubdivision of the West 1/2 of the Southeast 1/4 of Section 3, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

\$21.00

14000-18 South Kildare Ram
Permanent Index No. 28-03-400-059-0000
EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE
FIRST NATIONAL BANK OF BLUE ISLAND, ATTACHED HERETO OR
STAMPED HEREON IS HEREBY EXPRESSLY MADE A PART HEREOF

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING
EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE
FIRST NATIONAL BANK OF BLUE ISLAND, TRUST NO. 88068
AND IS NOT THE TRUSTEE

THIS TRUST DEED IS EXECUTED BY THE FIRST NATIONAL BANK OF BLUE ISLAND, 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 National Bank of Blue Island 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 said note contained shall be construed as creating any liability on the said First Party or on said First National Bank of Blue Island personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by 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 said First National Bank of Blue Island personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, First National Bank of Blue Island, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

FIRST NATIONAL BANK OF BLUE ISLAND, NOT
PERSONALLY, BUT AS TRUSTEE UNDER TRUST # 88068

By William H. Thomson Assistant Vice-President
Attest Dawn R. Miller Assistant Secretary

STATE OF ILLINOIS

SS.

COUNTY OF COOK

CERTIFY, that William H. Thomson Assistant Vice-President of the FIRST NATIONAL BANK OF BLUE ISLAND, and Dawn R. Miller Assistant Secretary of said Company, who are personally known to me to be

the same persons whose names are subscribed to 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, as Trustee as aforesaid, 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, as Trustee as aforesaid, for the uses and purposes therein set forth.

" OFFICIAL
DEBRA E. PATON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/31/92

23rd day of February, 1989

Debra E. Paton Notary Public

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.

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

Trustee

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REVERSE SIDE OF THIS TRUST DEED:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, ~~which shall become due and payable immediately upon the occurrence of such default~~ 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 default hereunder on the part of Mortgagor.

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

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth therein, 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.

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 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 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: (a) 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; (b) the deficiency in case of a sale and 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 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 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 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 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.

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 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.

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.

17. 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. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

727848

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 727848
By CHICAGO TITLE AND TRUST COMPANY, Trustee.
[Signature] Assistant Secretary
Assistant Vice President

MAIL TO: AND INSTRUMENT PREPARED BY:

RUSSELL R. CUSTER, JR.
LILLIG & THORSNESS, LTD.
1900 Spring Road - Suite 210
Oak Brook, IL 60521

FOR RECORDER'S INDEX PURPOSES:
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

14000-18 Ra
South Kildare Avenue

PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 992-72

Crestwood, IL 60445

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THIS RIDER IS ATTACHED TO AND FORMS A PART OF
A TRUST DEED DATED FEBRUARY 15, 1989 AND
SIGNED BY FIRST NATIONAL BANK OF BLUE ISLAND,
NOT PERSONALLY, BUT AS TRUSTEE UNDER
TRUST AGREEMENT DATED JUNE 28, 1988
AND KNOWN AS TRUST NO. 88068 TO
CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE TRUST DEED, IT BEING THE INTENTION OF THE PARTIES THAT TO THE EXTENT OF ANY INCONSISTENCIES BETWEEN THE TRUST DEED AND THIS RIDER, THIS RIDER SHALL CONTROL, IT IS HEREBY AGREED AS FOLLOWS:

18. PREPAYMENT PRIVILEGES. There shall be no right to prepay any portion of this indebtedness from April 1, 1989 through March 31, 1994. Thereafter, and provided there is no default hereunder, the Mortgagor shall have the right to prepay the unpaid principal balance in accordance with the prepayment option contained in the Installment Note.

19. WAIVER OF RIGHTS OF REINSTATEMENT AND OF REDEMPTION. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHT OF REINSTATEMENT AND OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT 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.

20. BUSINESS PURPOSE LOAN. The Mortgagor represents and agrees that the proceeds of the Note secured by this Mortgage will be used to acquire and/or maintain an interest in the subject premises and to pay off all existing liens or encumbrances against the premises, which use is in accordance with Illinois Revised Statutes, 1984, Chapter 17, Section 6404(1)(c), as amended, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said section of the Illinois Revised Statutes.

21. ESCROW DEPOSITS.

A. The Mortgagor further covenants and agrees to deposit with the Holder of the Note or such other depository as may be from time to time designated in writing by the Holder of the Note its successors or assigns, on the respective dates when the installments of principal and interest are payable, an amount equal to one-twelfth (1/12th) of the annual taxes levied against the premises and one-twelfth (1/12th) of the annual premiums for fire, loss of rents and rental value and other hazard insurance required to be carried hereunder, all as estimated by the Holder of the Note, its successors or assigns. In the event such monies are insufficient therefor, the Holders of the Note may pay the available escrow monies in payment of such taxes and insurance premiums and other similar items as same become due and advance the difference, being so much additional indebtedness secured hereby, which amount shall become immediately due and payable without notice. The Holder of the Note, its successors or assigns, shall not be required to inquire into the validity or correctness of any of sums to be paid before making payment of same or to advance monies therefor, nor shall it incur any personal liability for anything done or omitted to be done hereunder nor pay any interest on monies held in escrow pursuant hereto.

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B. If the Holder of the Note, at any time during the term of the loan waives the requirement for tax and/or insurance payment, the Holder of the Note shall retain the right to require reinstatement of said tax and/or insurance coverage upon ten (10) days written notice to Mortgagor, should the Holders of the Note elect in its sole discretion.

C. It is expressly understood that all amounts required to be paid pursuant to this paragraph may be held by the Holders of the Note in a non-interest bearing account for the benefit of the Mortgagor.

22. CONDEMNATION. In the event the premises, or any part thereof, are taken through exercise of the power of eminent domain, the entire award for damages to the premises shall be the sole property of the Holders of the Note herein described and shall be used and applied in reduction of the indebtedness herein due, and any balance remaining after paying the indebtedness due hereunder shall be paid to the Mortgagor. The Mortgagor hereby assigns to the Holders of the Note herein described, all right, title and interest in any award made pursuant to any such proceedings, and authorizes and empowers the Holders of the Note herein described in the name of the Mortgagor, or any subsequent owner of the premises herein, to receipt and give acquittance therefor, and to make, execute and deliver in the name of the Mortgagor, or any subsequent owner, any release or other instrument that may be required to recover any such award or judgment.

23. DUE ON SALE AND ENCUMBRANCE CLAUSE. In the event the Mortgagor shall further encumber or convey its title to the mortgaged Premises or enter into an Installment Sale Contract or Articles of Agreement for Deed for the real estate with any person or persons, firm or corporation who was not, at the date of execution of this Trust Deed, one of the beneficiaries of the trust which executed this Trust Deed, or in the event that any beneficiary of said trust who was such at the date of execution of this Trust Deed shall subsequently encumber, sell, assign or convey his beneficial interest in said trust (other than to one who was a co-beneficiary of said trust at the date of execution hereof or for collateral purposes to secure other secondary indebtedness) or enter into an Installment Sale Contract or Articles of Agreement For Deed for the sale of said beneficial interest, or in the event that the Mortgagor or any such beneficiary shall otherwise suffer or permit its or his legal, equitable or beneficial interest in the mortgaged Premises to become vested in any person, firm or corporation which was not at the date of execution hereof so vested with a legal, equitable or beneficial interest in the mortgaged property, then, and in any such event, unless the same shall be done with the prior written consent of the Holders of the Note secured hereby, the happening thereof shall constitute a default hereunder, and thereupon the Holder of the Note secured hereby shall be authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby immediately due and payable. Provided, however, notwithstanding the foregoing, the Mortgagor shall have the right to transfer, sell or convey the real estate or beneficial interest in the title holding land trust once and only once, subject to the prior written approval of the Holders of the Note, subject to the same terms and conditions contained in the Trust Deed, the Assignment of Rents and the Installment Note secured thereby, provided that (1) all payments on the Note secured herewith are in a current condition and that no default or event of default exists under any provision of said Note or this Trust Deed, and (2) the Holder of the Note approves the proposed

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purchaser or transferee, and (3) the holder of the Note determines that the then current condition of the improvements on the Premises is satisfactory, and (4) the loan guarantor(s) consent to said transfer, sale or conveyance, and (5) a fee of two percent (2%) of the unpaid principal balance due on the Note is paid to the Holders of the Note at the time of said transfer, sale or conveyance.

24. PERSONAL PROPERTY ON PREMISES. The Mortgagor further covenants and agrees that this Trust Deed shall operate as a security agreement under the provisions of the Uniform Commercial Code, as now or hereafter amended, with respect to the equipment or any replacements thereof located on the premises, or additions thereto and all proceeds thereof and thus Mortgagor hereby assigns, grants and conveys to Mortgagee a good and first security interest with respect to any part of the premises deemed to be personal property, fixtures or property other than real estate. The Mortgagor will execute and deliver such financing statements as the Illinois Uniform Commercial Code requires with respect to such security and that the Mortgagor will execute and deliver from time to time such further instruments including renewal mortgages, security agreements, financing statements, certificate extensions and renewals thereof and such other documents as may be required by the Trustee or Holders of the Note to preserve, confirm and maintain the lien of this Trust Deed on the said equipment whether now or hereafter acquired, and the Mortgagor shall pay to the Trustee or Holder of the Note on demand, any expenses incurred by the Trustee or Holder of the Note in connection with the preparation and filing of any such documents. Upon a default, Mortgagor shall have such rights and remedies of a secured party under the Illinois Commercial Code.

25. INSURANCE.

A. The Mortgagor shall maintain the following insurance coverage with respect to the Premises:

(i) Insurance against loss of or damage to the Premises by fire and such other risks, including but not limited to, risk insured against under extended coverage policies with "all risk" endorsement, in each case in amounts at all times sufficient to prevent the Mortgagor from becoming a co-insurer under the terms of applicable policies and, in any event, in amounts not less than the Full Insurable Value, as determined by the Holder of the Note from time to time;

(ii) Comprehensive general liability insurance against any and all claims (including all costs and expenses of defending the same) for bodily injury or death and for property damage occurring upon, in or about the Premises and the adjoining streets or passageways in amounts not less than the respective amounts which the Holder of the Note shall from time to time reasonably require, having regard to the circumstances and usual practice at the time of the prudent owners of comparable properties in the area in which the Premises are located);

(iii) Explosion insurance in respect of boilers, heating apparatus or other pressure vessels, if any, located on the Premises in such amounts as shall from time to time be reasonably satisfactory to the Holders of the Note;

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(iv) Such other insurance as is customarily purchased in the area for similar types of business, in such amounts and against such insurable risks as from time to time may reasonably be required by the Holder of the Note.

B. Any insurance purchased by Mortgagor relating to the Premises, whether or not required under this Mortgage, shall be for the benefit of the Holders of the Note and the Mortgagor, as their interests may appear, and shall be subject to the provisions of this Trust Deed.

C. If the Mortgagor fails to keep the Premises insured in accordance with the requirements, the Holders of the Note shall have the right, at its option, to provide for such insurance and pay the premiums thereof, and any amounts paid thereon by the Holder of the Note shall bear interest at the Default Rate.

D. All policies of insurance required herein by the Holder of the Note shall be in forms and with companies reasonably satisfactory to the Holders of the Note, with standard mortgage clauses attached to or incorporated in all policies in favor of the Holders of the Note, including a provision requiring that coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Trustee and Holders of the Note. Such insurance may be provided for under a blanket policy or policies. All such insurance proceeds shall be applied in accordance with paragraph 26 below.

E. The Mortgagor shall deliver to the Holder of the Note the originals of all insurance policies (or certificates of coverage under blanket policies) including renewal or replacement policies, and in the case of insurance about to expire, shall deliver renewal or replacement policies (or certificates in the case of blanket policies) not less than thirty (30) days prior to the expiration date.

F. Notwithstanding any damage, loss or casualty and in any event, the Mortgagor shall continue to pay the principal and interest due on the Installment Note.

G. The Mortgagor hereunder agrees to furnish "War Damage Insurance Coverage" for the insurable value of the improvements when and if such insurance coverage becomes available in a manner and form satisfactory to the Holders of the Note secured hereby.

26. DAMAGE OR DESTRUCTION.

A. In case of any damage to or destruction of the Premises or any part thereof from any cause whatsoever, the Mortgagor shall promptly give written notice thereof to the Holders of the Note. The Holders of the Note are hereby authorized to either settle and adjust any claim under the insurance policies without the consent of Mortgagor, or may allow Mortgagor to adjust the claim or claims. In any event, but subject to the provisions of this paragraph 26, Mortgagor shall restore, repair, replace, or rebuild to substantially the same value, condition and character as existed immediately prior to such damage or destruction. Such restoration, repair, replacement or rebuilding (herein collectively called "Restoration") shall be commenced promptly and completed with diligence by the Mortgagor, subject only to delays beyond the control of the Mortgagor.

B. All insurance proceeds shall be paid to the Holders of the Note and held by it, at its option, in a non-interest bearing escrow account and, subject to the terms of this paragraph 26,

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10/10/2019

shall be made available to the Mortgagor for the Restoration required hereby in the event of damage or destruction on account of which such insurance proceeds are paid. If at any time the insurance proceeds which are payable to the Mortgagor in accordance with the terms of this Mortgage shall be insufficient to pay the entire cost of the Restoration, the Mortgagor shall pay the deficiency. In such an event, Mortgagor shall make all payments from its own funds to the contractor making such Restoration until the amount of said deficiency has been satisfied; thereafter, the Holders of the Note shall make subsequent payments from the insurance proceeds to Mortgagor or to the contractor, whichever is appropriate. All payments shall be disbursed from time to time upon the Holder of the Note being furnished with: (i) evidence reasonably satisfactory to it of the estimated cost of completion of the Restoration; (ii) funds (or assurance satisfactory to the Holder of the Note that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed Restoration; and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidence of costs, payment and performance as the may reasonably require and approve. The Holders of the Note may, in any event, require that all plans and specifications for such Restoration be submitted to and approved by the Holders of the Note prior to the commencement of the Restoration. Payments made prior to the final completion of the Restoration shall not exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of insurance proceeds remaining in the hands of the Holders of the Note, together with funds deposited or irrevocably committed to the satisfaction of the Holders of the Note be or on behalf of the Mortgagor for Restoration, shall be at least sufficient in the reasonable judgment of the Holders of the Note to pay for the cost of completion of the Restoration, free and clear of all liens or claims for lien.

C. Upon completion of the Restoration, the excess net insurance proceeds, if any, shall be paid to the Mortgagor.

D. In the event of damage or destruction to all or substantially all of the Premises, and the Premises not being susceptible and suitable to Restoration to an economic unit of substantially the same character and value, as determined by the Holders of the Note in their sole discretion, then the insurance proceeds shall be paid to the Holders of the Note as a prepayment and applied to the Trust Deed indebtedness as provided for in the Note, plus any prepayment premium, and the remaining unpaid principal balance, accrued interest and other costs and charges, if any, shall be paid by the Mortgagor within thirty (30) days of notice thereof from the Holders of the Note.

27. HAZARDOUS MATERIALS. Mortgagor and its beneficiary (for purposes of this paragraph, collectively "Mortgagor") represents, warrants and covenants that Mortgagor has not used Hazardous Materials (as defined hereinafter) on, from, or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of Mortgagor's knowledge, no prior owner of the Premises or any tenant, subtenant, prior tenant or prior subtenant have used Hazardous Materials on, from, or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

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Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials. Without limiting the foregoing, Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine, or process Hazardous Materials, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, a release of Hazardous Materials onto the Premises or onto any other property. Mortgagor shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. Mortgagor shall (a) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Premises (i) in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and policies, (ii) to the satisfaction of the Holder of the Note and (iii) in accordance with the orders and directives of all federal, state and local governmental authorities, and (b) defend, indemnify and hold harmless the Holder of the Note, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Holder of the Note, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event the Mortgage is foreclosed, or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to the Holder of the Note free of any and all Hazardous Materials, so that the condition of the Premises shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises. For purposes of this paragraph 27, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response Compensation, and liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule, or regulation. The provisions of this paragraph 27 shall be in addition to any and all other obligations and liabilities Mortgagor may have to Mortgagee at common law, and shall survive the transactions contemplated herein.

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28. MORTGAGOR BENEFICIARY TO PROVIDE FINANCIAL INFORMATION. The Mortgagor's beneficiary shall cause to be furnished to Wisconsin National Life Insurance Company, or any other Holder of the Note, within ninety (90) days after the end of each fiscal year, a copy of the balance sheet, statement of income and expenses and statement of earned surplus for the year then ended, duly certified by an independent certified public accountant of recognized standing. The whole of the principal and interest shall become due at the option of Mortgagee if Mortgagor fails or refuses to comply with the requirements of this paragraph.

29. EXPENSE OF ENFORCEMENT. In any proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the judgment for all expenditures and expenses which may be paid or incurred by or on behalf of the Holder of the Note for attorneys' 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 the Holder 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 judgment 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 bear interest at the Default Rate, when paid or incurred by the Holder of the Note in connection with: (a) any proceeding, including, but not by way of limitation, to foreclosure, probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage 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.

THIS TRUST DEED is executed by FIRST NATIONAL BANK OF BLUE ISLAND, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, nothing herein or in said Trust Deed or in said Note contained shall be construed as creating any liability of FIRST NATIONAL BANK OF BLUE ISLAND, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as FIRST NATIONAL BANK OF BLUE ISLAND, personally is concerned, the Trustee hereunder or the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust.

IN WITNESS WHEREOF, said FIRST NATIONAL BANK OF BLUE ISLAND, as Trustee as aforesaid and not personally has caused its corporate seal to be hereto affixed, and has caused its name to be

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signed to these presents by its Assistant Vice President and attested by its Assistant Secretary the day and year first above written.

FIRST NATIONAL BANK OF BLUE ISLAND,
as Trustee under Trust Agreement
dated June 28, 1988, and known as
Trust No. 88068, not individually
but solely as Trustee.

BY: William H. Brown

Trust Officer

(SEAL)

ATTEST: Daniel R. Miller

Assistant Secretary

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