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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (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 money 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 at less than ten days prior to the respective dates of expiration.
4. In case of default herein, 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 holder 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, if any, otherwise the prematurity rate set forth therein. 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 hereinunder 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 instalment 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 (stenographer's) charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring and such abstracts of title, title searches and examinations, title insurance policies, Tortens certificates, and similar data and assurances with respect to title. 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 prematurity 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 to foreclose 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 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 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 hereof 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 my 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, under 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 of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
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.
18. It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, hoists and motors, sinks, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerators, air conditioning and ventilating apparatus, signs, tanks, pumps, alarm systems, displays, vises, benches, door openers, compressors, fans, disposal containers, and any other equipment, goods and chattels as may ever be used by an automobile service station building, similar to the building now standing on the premises, whether

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21. No action for the enforcement of the Lien or of any provision hereof shall be sub-
ject to any defense which would not be good and available to the party interpreting same in
action at law upon the note hereby secured.

19. In addition to the monthly payments required under the Note, Mortgagor shall pay to Note Holders monthly at the time when such monthly payment is payable, an amount equal to one-twelfth (1/12) of the annual premium for fire and extended coverage insurance and garage keepers liability for the time when such monthly payment is payable, an amount equal to Note Holders monthly payments required under the Note, Mortgagor shall pay to Note Holders monthly payments required under the Note, Mortgagor shall have the right at their election to apply any amounts so held against the entire indebtedness secured hereby.

or not the same are or shall be attached to said building by nails, screws, bolts, pipe
connections, masonry, or in any other manner whatsoever, which are now or hereafter to be
used upon said described premises shall be conclusively deemed to be "fixtures". And an
accession to the trust deed and part of the realty, whether affixed or annexed or not, and
conveyed by this trust deed; and all the estate, right, title or interest of said trustee
and its beneficiaries in and to said premises, property, fixtures, furniture,
apparatus, fixtures and fittings, which does not so form a part and parcel of the Real
estate or does not constitute a "fixture", as defined under the Real
estate or property so described, are hereby expressly conveyed, assignd and pledged;

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CONTINUED COVENANTS AND PROVISIONS REFERRED TO ON PAGE 1 OF THIS TRUST DEED

The Note Holders may also take possession of, and for these purposes use, any and all personal property contained in the Premises and use by the Mortgagor or Beneficial Owners in the renting or leasing thereof or any part thereof.

23. 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 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 use of any gender applies to all genders. If more than one party is liable for payment of the indebtedness, the obligation hereunder of each such party is joint and several. Trustee and/or Note Holders may assign all or any portion of their rights and interest under this Trust Deed or the Note secured hereby without the consent of the Mortgagor or any Beneficial Owner.

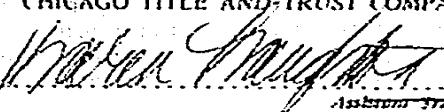
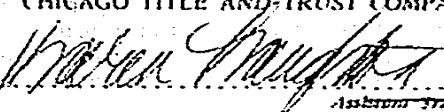
24. To the fullest extent permitted by law, Mortgagor or any Beneficial Owner shall not and will not at any time apply for or in any manner attempt to claim or avail itself of any homestead, appraisal, valuation, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Trust Deed or any other collateral instrument securing the indebtedness, but hereby waive the benefit of such laws. To the fullest extent permitted by law, Mortgagor and Beneficial Owners, for itself and themselves and all who may claim through or under them, waive any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agree that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. To the fullest extent permitted by law, Mortgagor and Beneficial Owners hereby waive any and all rights of redemption from the foreclosure, for themselves, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the premises described herein subsequent to the date of this Trust Deed and on behalf of all other persons to the extent permitted by Illinois law.

25. Any notice, demand, request or other communications desired to be given or required pursuant to the terms hereof shall be in writing, and shall be deemed given when personally serviced or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Trustee or note Holders: c/o Herbert O. Nelson, Attorney At Law, 6776 Northwest Hwy., Chicago, Illinois 60631, or to the Mortgagor or Beneficial Owners:

or to such other address as either the Trustee or Note Holders or Mortgagor or Beneficial Owners notifies the another party in writing.

26. The rights and remedies of Trustee and Note Holders under this Trust Deed and said Note and any collateral instrument securing the indebtedness are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Trustee or Note Holders shall have under the Note or any other instrument constituting security for the Note or indebtedness, or at law or in equity.

This instrument prepared by: H.O. Nelson, 6776 Northwest Hwy., Chicago, IL

IMPORTANT THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.		Identification No. 759661 CHICAGO TITLE AND TRUST COMPANY. Trustee  By  Assistant Staff Officer Assistant Secretary Assistant Vice President
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<input type="checkbox"/> MAIL TO: HERBERT O. NELSON 6776 Northwest Hwy. Chicago, IL 60631	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE <hr/>
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FILE IN RECORDER'S OFFICE BY _____

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THIS RIDER IS ATTACHED TO AND MADE PART OF
CERTAIN TRUST DEED, DATED June 26, 1981
EXECUTED BY MIDWEST BANK AND TRUST COMPANY
U/T/A # 89-06-5788.

759661

This Trust Deed is executed by Midwest Bank and Trust Company 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 it is expressly undertaken and agreed by the trust deed herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this trust deed shall be construed as creating any liability on Midwest Bank and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this trust deed and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

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