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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

This Indenture, Made as of October 5, 1990, between LaSalle National Trust, N.A., Successor to LaSalle National Bank not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated May 15, 1989 and known as Trust No. 114374 herein referred to as "First Party," and Affiliated Bank/Western National herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed ~~note bearing even date herewith in the principal sum of~~ SEE RIDER ATTACHED ~~and delivered, in and by~~ DOLLARS

~~made payable to BEARER~~ SEE RIDER ATTACHED ~~and delivered, in and by~~ DOLLARS
which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum as follows:

~~principal-bearing interest after maturity at the rate of per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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~~

~~In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.~~

~~NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit:~~

Lot 47 in Block 6 in Fullerton's Second Addition to Chicago, being a Subdivision of that part of the South half of the South East Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, lying East of Chicago and Northwestern Railroad and of that part lying West of said Railroad and East of Clybourn Avenue according to plat recorded in Book 15 of plats, page 10, in Cook County, Illinois.

Street Address: 2449 N. Clybourn, Chicago, Illinois

P.I.N. 14-30-409-050

*** This is a second mortgage, subject and subordinate to the mortgage of LaSalle Bank Lakeview in the amount of \$275,000 dated May 18, 1989 and recorded May 23, 1989 as document #89244294***

Prepared by Bennett Cohen, 33 N. LaSalle, Chicago, IL 60602

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and secondarily with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereto or 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, inador beds, swings, stoves and water heaters. All of the foregoing are declared 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 First Party 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.

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

LaSalle National Trust, N.A.
As Trustee as aforesaid and not personally.

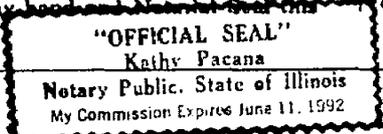
By [Signature] Vice-President

ATTEST [Signature] Assistant Secretary

STATE OF ILLINOIS, } SS.
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the LaSalle National Trust, N.A., a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation 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 Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 5th Day of October A.D. 1990



[Signature]
Notary Public

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RIDER ATTACHED TO AND MADE A PART (OF) TRUST DEED BETWEEN
LASALLE NATIONAL TRUST, N.A., NOT PERSONALLY,
BUT SOLELY AS TRUSTEE UNDER TRUST NO. 114374, FIRST PARTY
AND AFFILIATED BANK/WESTERN NATIONAL, AS TRUSTEE

11. All future advances shall have the same priority of lien as if advanced on the date of recording of this Trust Deed.

12. First Party covenants and agrees that Affiliated Bank/Western National ("holders of the Note"), at its option, has the unqualified right to accelerate the maturity of the indebtedness evidenced by the Notes and Guaranty secured hereby causing the full principal balance and accrued interest under the Notes and Guaranty, to be immediately due and payable without notice to First Party, in the event that:

(a) First Party shall, without the prior written consent of the holders of the Note, sell, transfer, convey, or assign the legal or equitable title to all or any portion of the premises, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing;

(b) The beneficiary of First Party shall, without the prior written consent of the holders of the Note, sell, transfer, convey, assign or create a security interest in the beneficial interest, or any part thereof, in the aforesaid Trust, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing;

(c) First Party, or the beneficiary of First Party, shall hereafter, without the prior written consent of the holders of the Note, directly or indirectly, create, suffer or permit to be created or filed against the premises, or any portion thereof, or against the rents, issues or profits therefrom (including, without limitation, any lien arising with respect to the payment of taxes, assessments and other charges), any mortgage lien, security interest, or other lien or encumbrance, except the lien of current general taxes duly levied and assessed but not yet due and payable and the lien of this Trust Deed. First Party shall have the right to insure over against any mechanic's lien.

13. Section 3 of the Trust Deed is deleted in its entirety and replaced with the following Section 3:

"3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Notes, Guaranty or in this Trust Deed to the contrary, become due and payable: (a) immediately if Show shall fail to pay any portion of the principal or interest due under the Notes when due and such default shall continue uncured for ten (10) days, or (b) if First Party shall fail to perform or observe any covenant, warranty, or other provision contained herein for a period in excess of thirty (30) days after the date on which the notice of such failure is given to First Party, or (c) if any representation or warranty

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DEPT-01 RECORDING \$16.25
TASSSS TRAM 6975 10/09/90 11:53:00
\$2048 ± E * -90-491506
COOK COUNTY RECORDER

LASALLE NATIONAL TRUST, N.A.
(SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK)
NOT PERSONALLY BUT SOLELY AS TRUSTEE AS
AFORESAID
BY: [Signature] Its
VICE PRESIDENT
Attest: [Signature] Its
Assistant Secretary

contained in the Notes, this Trust Deed or in any other loan document or instrument executed by First Party, Show, or any guarantor of the indebtedness hereby secured (individually or collectively hereinafter called the "guarantor") in connection with the indebtedness hereby secured, shall have been materially false or misleading, or (d) upon admission by Show or any guarantor, in writing, including without limitation an answer or other pleading filed in any court, of Show's or any guarantor's insolvency or its or his inability to pay its or his debts generally as they fall due, or (e) upon institution by Show or any guarantor of bankruptcy, insolvency, reorganization, or arrangement proceedings of any kind under the United States Bankruptcy Code, whether as now existing or as hereafter amended, or any similar debtors' or creditors' rights law, federal or state, now or hereafter existing, or the making by Show or any guarantor of a general assignment for the benefit of creditors, (f) upon institution of any such proceedings referred to in clause (e) above against Show or any guarantor that are consented to by such party or are not dismissed, vacated, or stayed within sixty (60) days after the filing thereof, or (g) upon the appointment by any court of a receiver, trustee, or liquidator of or for, or assumption by any court of jurisdiction of, all or any part of the premises or all or a major portion of the property of Show or any guarantor, if such appointment or assumption is consented to by Show or any guarantor or, within sixty (60) days after such appointment or assumption, such receiver, trustee or liquidator is not discharged or such jurisdiction is not relinquished, vacated, or stayed, or (h) a default shall occur under that certain Security Agreement of even date herewith between Show and Affiliated and such default shall not be cured within any applicable grace period."

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THAT WHEREAS, pursuant to that certain continuing guaranty dated October 5, 1990 (the "Guaranty"), the beneficiary of First Party has jointly and severally unconditionally guaranteed to Affiliated Bank/Western National (herein referred to as the "holders of the Note" or "Affiliated") the payment and performance of all indebtedness, obligations and liabilities of Show Department, Inc., an Illinois corporation ("Show" or "Maker") to Affiliated, whether now existing or hereafter arising, including, without limitation, Show's promissory notes of even date herewith described as follows (a) a promissory note in the principal sum of \$250,000 payable to the order of Affiliated on demand with interest payable monthly calculated at a variable rate of 1-1/2% per annum above the prime rate of Affiliated as announced from time to time, said note in the principal sum of \$288,000 payable to the order of Affiliated in 60 monthly installments of principal in the sum of \$4,800 each, with interest payable monthly on the unpaid principal balances calculated at a variable rate of 1-1/2% per annum above the prime rate of Affiliated as announced from time to time, (c) a promissory note in the principal sum of \$51,117.52 payable to the order of Affiliated in 35 monthly installments of principal and interest in the sum of \$1,685.65 each, and a final payment of all unpaid principal and accrued interest on the 36th month, said interest being calculated at a variable rate of 1-1/2% per annum above the prime rate of Affiliated as announced from time to time, and (d) promissory notes hereafter executed by Show which shall be in an aggregate principal amount not to exceed \$48,882.48, which notes shall be payable in not more than 36 equal consecutive monthly installments of principal together with interest payable monthly on the unpaid principal balances calculated at a variable rate of 1-1/2% per annum above the prime rate of Affiliated as announced from time to time. All promissory notes described above, including said future promissory notes of Show shall hereinafter collectively be referred to herein as the "Notes". The word "Note" wherever it appears in this Trust Deed is amended to read "Notes", and wherever the term "Note" appears below, it shall be deemed to refer to the Notes.

Interest on the Notes after maturity shall be calculated at a variable rate of 6% per annum above the prime rate of Affiliated. All payments of principal and interest under the Notes shall be payable at the office of Affiliated Bank/Western National, 5801 W. Cermak Road, Cicero, Illinois 60650.

NOW, THEREFORE, at the direction of the beneficiary under the above-described Trust Agreement and to secure the payment of the Notes (including all future advances made thereunder, and all renewals, extensions, refinancings and modifications of the Notes) in an aggregate principal amount not to exceed \$638,000, plus interest accruing thereon, the guaranty, the performance of the covenants and agreements herein contained, the reasonable attorneys' fees and expenses incurred by the holders of the Note in collection of the Notes and the guaranty, and in foreclosing the lien of this Trust Deed, and further to secure the prompt and full payment of all other present and future advances, loans, indebtedness, notes and liabilities of Show to Affiliated Bank/Western National, together with interest accrued thereon, First Party does by these presents promise to pay all of said principal and interest out of the trust estate subject to the Trust Agreement, and further grants, remises, releases, aliens and conveys unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the County of Cook and State of Illinois, to wit:

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Property of Cook County Clerk's Office

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2007/10/06