

TRUST DEED

Box

LaSalle NATIONAL BANK

To
Title

UNOFFICIAL COPY

LaSalle NATIONAL BANK
135 South La Salle Street
CHICAGO

REG. NO. 1000

NOTICE RECORDING FOR RECORD ONLY

IN PROPERTY	
FOR WHICH THE TRUST DEED IS MADE FROM RECORD.	
LENDER, THE NOTE SECURED BY THIS TRUST DEED	
FOR THE MOTION OF NOT THE BORROWER AND	
THE INSTRUMENT OF SECURITY MADE FROM RECORD.	
The instrument made in this title trust deed has been	
deposited herewith under identification No. _____	
the instrument noted in this title trust deed has been	
deposited herewith under identification No. _____	
the instrument noted in this title trust deed has been	

Title

IN PROPERTY

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THE INSTRUMENT OF SECURITY MADE FROM RECORD.

NOTICE OF RECORD

October

My Commission Expires December 11, 1952
Notary Public, State of Illinois

A.D. 19-90

NOTIFICATION is given under my hand and seal that

LESTER N. TROPEZ Trustee National Savings and Trustee to

CORPORATE Bank

• Notary Public, State of Illinois, DO URGENTLY CERTIFY, THAT

COUNTY OF ILLINOIS

RE

ASSISTANT SECRETARY

BIG BAILLIE NATIONAL BANK AS TRUSTEE TO AFFORD AND NOT PRECEDELL,

LA BAILLE NATIONAL BANK AS TRUSTEE AS AFFOARD AND NOT PRECEDELL,

AS A MORTGAGE LENDER, IN AND FOR AND COUNTRY, IN THE STATE OF ILLINOIS, DO URGENTLY CERTIFY, THAT

90513-777

THIS INDENTURE, Made October 10, 1990, between La Salle National Bank, a national banking association, not personally but as Trustee under the provisions of a Note or Notes in trust, duly executed and delivered to said Bank in pursuance of a Trust Agreement dated August 27, 1994, and known as trust number 10-20760-08 herein referred to as "First Party," and DEVON BANK, an Illinois banking corporation an Illinois corporation herein referred to as TRUSTEE, witnesseth:

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holder the repayment of \$42,000 of debt evidenced by certain commercial notes, in aggregate principal amount of \$200,000, executed by GRAPHIC OPTIONS CORP., in favor of DEVON BANK, on October 10, 1990, which are attached hereto as exhibits "A" and "B", and incorporated herein by reference, the repayment of which notes was guaranteed by the first party and BRUCE A. MILLER, pursuant to that certain Guarantee Agreement, executed by the first party and BRUCE A. MILLER, on October 10, 1990, attached hereto as exhibit "C", and incorporated herein by reference, together with interest, and all renewals, extensions, and modifications, thereof, the payment of all other sums, with interest, advanced by said legal holder hereunder to protect the security of this Trust Deed and the performance of the covenants and agreements under this Trust Deed, the aforesaid notes, and Guarantee Agreement, said notes in the aggregate principal sum of TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00), and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rates payable as stated in the aforesaid notes.

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, Fess, Release, alien and convey unto the Trustees, its successors and assigns, the following described Real Estate situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 20 in the Subdivision by the Trustees of the Chicago Land Company in Block 23 in Sheffields's Addition to Chicago, in Cook County, Illinois

PIN #14 31 414 003

Commonly known as: 1655 W. Cortland, Chicago

90513477

See rider attached to and made part hereto recording \$15.25
T#2222 TRAN 8140 10/19/90 15:19:00
M#757 # B *-90-513477
COOK COUNTY RECORDER

* As successor trustee to Central National Bank of Chicago

** "Prime" or "Prime Rate" is not necessarily the lowest or most favorable rate of interest charged by

DEVON BANK to any of its customers.

which, with the property hereinabove described, is referred to herein, as the "premises." TOGETHER WITH all improvements, tenements, components, 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 on a parity with said real estate and not severally), and all fixtures, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, either single units or centrally controlled, and ventilation, including without restricting the foregoing, bathtubs, windows, window shades, storm doors and windows, floor coverings, indoor beds,awnings, sleeves 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 Trustees, its successor, and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly pay, render or release any building or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for monies not expressly so subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such liabilities to Trustees or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) refrain from making material alterations in said premises except as required by law or municipal ordinances; (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustees or to the holders of the note duplicate receipts therefor; (7) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may become liable to contest; (8) 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 claims against other to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all premiums, expenses and other charges to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustees 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies prior to their expiration date, prior to the respective dates of expiration; (9) Trustees or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial repayment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any such lien or other prior lien for little or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney fees, and any other monies advanced by Trustees or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustees or the holders of the note to protect the mortgaged premises and the lien hereof authorized may be taken, shall be as much as a total indebtedness accrued hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, fraction of Trustee or holders of the note shall never be considered as a waiver of any right according to them on account of any of the provisions of this paragraph.

2. The Trustees or the holders of the note hereby consent, making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, fee, lien or title or claim thereto.

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 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) in the event of the failure of First Party or his successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustees 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 Trustees or holders of the note for attorney's fees, trustee's fees, appraiser's fees, costs 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 or preparing all such statements of title, survey and examinations, insurance policies, Torrens certificates, and similar data and assurances with respect to the title as may be held by the holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bid for any sale may be made and pursuant to such decree the true condition of the title, or the value of the premises. All expenditures and expenses as to the nature in this paragraph mentioned shall become as much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when held or incurred by Trustees or the holders of the note, or by the commissioners with whom any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or receiver, or any proceeding, including proceedings in foreclosure whether or not actually commenced, or for preparation for the defense of any suit for the enforcement of any suit for the enforcement of any right after accrual of such right in foreclosure whether or not actually commenced, or for preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 foregoing 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; third, interest thereon as herein provided; fourth, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 the person or persons to whom the value of the premises or whether the same shall then be occupied as a home 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 non-deficiency 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 First Party, its successors or assigns except for the satisfaction of such receiver, who shall 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, preservation, 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 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; (2) the deficiency in case of a sale and deficiency.

THIS INSTRUMENT WAS PLEDGED BY RESTRIKE BRIGHT, JR., AND J. RESTRIKE, JR., ON JULY 1, 1994.

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THIS RIDER IS ATTACHED TO AND MADE A PART OF TRUST DEED DATED OCT. 10, 1962.

1. Until the indebtedness aforesaid shall be fully paid, and in case of failure of First Party, its successors and assigns, if required by the holders of the Note, to carry liability, steam boiler, rental, riot and civil commotion, plate glass, and such other insurance including war damage insurance and flood hazard insurance, if available, in such amounts as are reasonably satisfactory to the holders of the Note, but in no instance less than the amount of the principal balance of the loan outstanding; to keep all buildings and fixtures that may be on the said premises at any time during the continuance of said indebtedness insured against loss or damage by fire with an extended coverage endorsement for the full insurable value of said buildings and fixtures in responsible insurance companies to be approved by the holders of the Note; to make all sums recoverable upon such policies payable to the holders of the Note by the usual mortgage or trustee clause to be attached to such policies; to deposit such policies with the holders of the Note; that such policies shall be non-cancellable without the prior written consent of the holders of the Note; or to deposit with the holders of the Note any renewal policies not less than ten days before the expiration date of the prior policy being renewed or replaced.
2. First Party waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on behalf of the First Party as mortgagor or grantor, the trust estate, and all persons beneficially interested therein, and each and every person except decree or judgement creditors of First Party as Trustee in its representative capacity and of the trust estate, acquiring any interest in or title to the mortgaged premises, subsequent to the date of this trust deed.
3. The Note secured by this Trust Deed is subject to prepayment in accordance with the terms thereof.
4. First Party represents and agrees that the proceeds of the Note secured by this Trust Deed will be used for the purposes specified in Paragraph 4(c) of Chapter 74 of the Illinois Revised Statutes (as the same exist on the date hereof), and that the principal obligation secured hereby constitutes a business loan, which comes within the purview of said paragraph.
5. First Party does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists without the advance written consent of the Mortgagor or its assigns, and further that in the event of any such transfer by the First Party without the advance written consent of the Mortgagor or its assigns, the Mortgagor or its assigns may, in its or their sole discretion, and without notice to the Mortgagor, declare the whole of the debt hereby secured immediately due and payable.
6. In the event of the passage, after the date of this Trust Deed, of any law of the State of Illinois deducting from the value of the land for the purposes of taxation, any lien thereon or changing in any way the laws now in force for the collection of such tax so as to make it obligatory upon the holder of the Note secured hereby to pay such tax, or if any such tax is imposed under any existing law, then the Mortgagor covenants and agrees on demand of the holder of the Note secured hereby to pay a sum equal to such tax to said holder.
7. Whenever any of the parties hereto are referred to, such reference shall be deemed to include the successors and assigns of such party.
8. The property will not be further encumbered and the entire balance owing shall become due and payable immediately upon the sale or conveyance of the real estate security for this loan.

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9. Whenever the word "Mortgagor" is used herein, it shall mean "First Party"; and whenever the word "Mortgagee" is used herein, it shall mean "Holder".
10. It is further covenanted and agreed that the markers, endorsees, sureties and guarantors and all other persons who may become liable for the payment of the Note secured hereby, severally waive demand, presentment, protest, notice of non-payment, notice of dishonor, acceleration, non-acceptance or default, notices of payment hereon, release of all liability for damages awarded, the proceeds of the public sale, the damages awarded, the proceeds of the taking of, or the collection of, or any action at law, or in equity, or in any other manner, under the power of eminent domain, or acquired for a public use, the damages awarded, the proceeds for the taking of, or the collection of, or any action at law, or in equity, or in any other manner, under the power of eminent domain, or any part thereto, be paid parties and without dischargeing their liability.
11. It is further agreed that if the Premiums, or any part thereto, be paid parties and without dischargeing their liability.
12. If any action or proceeding be commenced (except a suit to foreclose the hereinbefore mentioned Note or to collect the indebtedness secured hereby), to which action or proceeding the holder of the Note or the plaintiff in such manner as the Mortgagor.
13. If any action or proceeding be commenced (except a suit to foreclose the hereinbefore mentioned Note or to collect the indebtedness secured hereby), to which action or proceeding the holder of the Note or the plaintiff in such manner as the Mortgagor.
14. The First Party is not and shall not be considered to be the best or lowest rate that is available to any Borrower at any time.