

TRUST DEED

UNOFFICIAL COPY
90569386

(Trust Deed Form T-3)

REV 6-81

EXECUTED IN TRIPPLICATE

THE ABOVE SPACE FOR RECORDING USE ONLY

THIS INDENTURE, Made November 8, 1990, between Independent Trust Corporation, an association organized under the laws of the United States of America, 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 October 18, 1990 and known as trust number 20182, herein referred to as "First Party," and

Albany Bank and Trust Company N.A., an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Three Hundred Twenty Thousand and 00/100----- Dollars, ----- (\$320,000.00)-----

made payable to BEARER and delivered, in and by 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 and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of *10.75 per cent per annum in instalments as follows: Three Thousand Seventy Nine and 00/100----

Dollars on the 1st day of January 1991 and Three Thousand Seventy Nine and 00/100

Dollars 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 December 1999. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest after maturity at the highest lawful rate per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Albany Bank and Trust Company N.A. in said City.

This loan is payable in full at the end of 9 years. At maturity or if The Holder of the Note demands payment you must repay the entire principal balance of the loan and unpaid interest then due. The Holder of the Note is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan. A late charge in the amount of 5 % of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.

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 situated, lying and being in the City of Chicago, State of Illinois, in the County of Cook, in the Township of North Chicago, Section 16, Township 40 North, Range 13 East of the Third Principal Meridian,

AND STATE OF ILLINOIS, C. S. RIDER ATTACHED HERETO AND MADE A PART HEREOF

LEGAL DESCRIPTION

That part of Lot 8 described as follows: Commencing at the point of intersection of the Southwesterly line of Lot 8 and the Westerly line of Laramie Avenue as widened (being a line 33.0 feet West of and parallel to the East line of Lot 8); thence North along said West line of Laramie Avenue 21.0 feet; thence West at right angles thereof 12.86 feet to the Southwesterly line of Lot 8 aforesaid; thence Southeasterly along Southwesterly line of Lot 8 aforesaid 24.63 feet to the point of beginning in Goven and Carter's Subdivision of the North half of the South half of the North half of the Northwest Quarter, East of Milwaukee Avenue, of Section 16, Township 40 North, Range 13 East of the Third Principal Meridian;

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Lot 7 (except that part of Lot 7 lying East of the Westerly line of Laramie Avenue as established and widened by condemnation proceeding Case Number 44713 in the County Court of Cook County, Illinois) and also except that part of said Lot 7 lying Southeasterly of line 50.0 feet Southeasterly of and parallel to the Northwest line of said Lot 7) in Goven and Carter's Subdivision of the North half of the South half of the North half of the Northwest Quarter, East of Milwaukee Avenue, of Section 16, Township 40 North, Range 13 East of the Third Principal Meridian;

or longer and
or shorter
duration
than
months or
years
as
you see fit
or restore or
not and report
which may be
Trustee or to
apply with all
or except as
new, or sev-
eral, or in
ments, or
complaints
to the holders
the standard
surface about

ALSO

Lots 1 and 2 and that part of private alley lying West of the East line of Lot 2 extended Northeasterly, in Block 1 in Sunnyside Addition to Jefferson Park, a subdivision of that part of Lot 5 and the South half of Lot 4 lying Northeast of Milwaukee Avenue, also part of Lot 3 lying Southwest of railroad, of the School Trustees Subdivision in Section 16, Township 40 North, Range 13 East of the Third Principal Meridian;

REPO
IN ADV

ALSO

That part of Lot 7 lying West of the Westerly line of Laramie Avenue and Southeasterly of a line 50.0 feet Southeasterly of and parallel to the Northwest line of said Lot 7 in Goven and Carter's Subdivision of the North half of the South half of the North half of the Northwest Quarter, East of Milwaukee Avenue, in Section 16, Township 40 North, Range 13 East of the Third Principal Meridian, all in Cook County, Illinois.

REPO
IN ADV

ALL THE ABOVE COMMONLY KNOWN AS 4637-39 N MILWAUKEE CHICAGO, ILLINOIS

PIN: 13-16-110-013 13-16-110-014 13-16-110-015
13-16-110-016

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to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration, then Trustee or the holders of the note may, but need not make any payment thereon, and if such payment is not made, then Trustee or the holders of the note may, but need not make full or partial payments of principal and interest thereon, or any premium thereon, if any, and purchase, discharge, compromise or settle any action or other proceeding or claim of or against Trustee or the holders of the note or any other person or entity for or relating to any of the premises or any part thereof, or otherwise from any title, sale or forfeiture affecting said premises or causing 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 use hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be an additional indebtedness secured hereby and shall become immediately due and payable without notice to them or to the holders of the note, and the amount of any such additional indebtedness so created by reason of any such action or proceeding, shall be added to the principal amount of the note, and the rate of interest thereon shall be increased by one-half percent, and the additional indebtedness so created shall bear interest at the same rate as the original note.

STATEMENT OF TAXES
I declare under penalty of perjury that the information contained in this statement or estimate is true and correct to the best of my knowledge, belief, and opinion. I further declare that I have made no statement or estimate procure from the appropriate public office without inquiry into the accuracy of such full statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or other claim thereof.

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 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 its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, and 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 Trustee shall have the right to foreclose the lien herein by any and for all purposes, the same as if the lien itself, 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert expenses, attorney's 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 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 the highest lawful rate per annum, 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, defendant 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 herein after accrual of such rights to foreclosure 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 security or collateral shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosures proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute accrued 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 First Party, its legal representatives or assigns, as their rights may appear.

the note; fourth, any oversize to First Party. Its legal representatives or assigns, as their rights may be, shall have the right to sue for the amount due.

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 such premises. Such appointment may be made either before or after judgment, without notice, to the defendant, or inadmissibly at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then held 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 First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect the rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed or any (2) special requirement or other debt which may be or become superior to the lien hereof or (3) such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

to the lessor or his agent, during the period of the lease, and the trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

ARTICLE 10 **EMPLOYMENT AND INDEMNIFICATION**
10.1 **Employment.** The Trustee has no duty to examine the titles, responsibilities, experience or condition of the premises or personnel of the Company or any subsidiary or affiliate of the Company or of any agent or employee of the Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.

B. Trustee shall release the trust deed and the lien thereby by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid. Trustee may accept and record such instrument if it contains the signature of any person who shall, either before or after maturity thereof, produce to Trustee a note to trustee certifying that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without producing any evidence to the contrary. Where a release is executed by a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed 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 First Party and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying the same as the note described herein, Note shall be accepted 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 First Party.

description herein contained of the word and intent purporting to be used.
10. Trustee shall 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 death of any act of 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 hereto given Trustee and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

12. In addition to payments to principal and interest hereinabove provided, the Mortgagors shall pay each month to the holder or holders of said Note 1/12th of the annual

13. The mortgagors are prohibited from selling, conveying, assigning the beneficial interest in and to, entering into Articles of Agreement for the sale of, leasing, renting, or in any manner transferring title to the mortgaged premises without the prior written consent of the mortgagee. Failure to obtain prior written consent shall constitute a default hereunder.

14. The holders of the Note secured by this Trust Deed, a. their sole option, reserve the right to extend, modify or renew the Note secured hereby at any time and from time to time. This Trust Deed shall secure any and all renewals or extensions of the Note or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions of any change in the terms or rate of interest shall not impair the validity or priority of this Trust Deed nor release the Mortgagor from personal liability for the indebtedness so hereby secured. In the event of any extensions or renewals, extension agreements shall not be

15. Mortgagors agree that until and Note and any extension or renewal thereof and also any and all other title interests of Mortgagors to the holders of the Note, heretofore or hereafter incurred, and without regard to the nature thereof, shall have accrued in full. Mortgagors will not, without the prior written consent of the holders of the Note, increase or decrease the principal amount of the Note, or add to or subtract from the principal amount of the Note, by the holders of the Note, except in proportion to the principal amount of the Note.

16. The real estate described herein shall secure the obligations and shall also secure any other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Mortgagor to Mortgagee or its successors and assigns, provided, however, that in no event shall this Trust Deed secure indebtedness of the Mortgagor to the Mortgagor in an amount exceeding \$ 1,500,000.

The undersigned will not transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate his (its) right, title or interest in and to the premises described herein without first

holder of the Note secured by this Trust.

INDEPENDENT TRUST CORPORATION

IN WITNESS WHEREOF, Attuny Bank and Trust Company, N.Y. not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

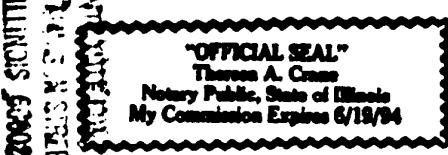
INDENTURE TRUST CORPORATION **TRAVELERS BANK AND TRUST COMPANY, N.Y.** As Trustee as aforesaid and not personally

By David L. Shire DAVID L. SHIRE
11-22-25 VICE-PRESIDENT-TRUST OFFICER
TRUST OFFICER

Attest Walter F. Smeltz ASSISTANT CASHIER

INDEPENDENT TRUST CORPORATION

STATE OF ILLINOIS }
COUNTY OF COOK }



I M P O R T A N T

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED
IS FILED IN RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 897

Arnold J. Karzov
Arnold J. Karzov, Land Trust Officer

TO Albany Bank and Trust Company N.A. AS Mortgagor
AS Mortgagor/Trustee

The following paragraph is hereby added to the terms of the Mortgage:

Mortgagor represents and agrees that, except as disclosed in writing to the Mortgagor or Trustee, the premises are in compliance with "all Environmental Laws" (as hereinafter defined); that there are no conditions existing currently or likely to exist during the term of the Note that require or are likely to require clean up, removal or other remedial action; that Mortgagor is not a party to any litigation or administrative proceeding, nor, to the best of Mortgagor's knowledge, is there any litigation or administrative proceeding contemplated or threatened related to or arising out of any Environmental Laws; that neither the premises nor Mortgagor is subject to any judgment, decree, order, citation or complaint related to or arising out of any Environmental Laws; that Mortgagor has obtained all permits or licenses and filed all reports required under any applicable Environmental Laws. The term "Environmental Laws" shall mean any and all federal, state and local laws, statutes, regulations, ordinances, codes, rules, and other governmental restrictions or requirements relating to matters of environmental protection, pollution, health, safety, sanitation or conservation, including without limitation those relating to the presence, maintenance and removal of asbestos now or at any time hereafter in effect. Mortgagor covenants and agrees to comply with all applicable Environmental Laws and to require its tenants or others operating on the premises to comply with all applicable Environmental Laws; and to provide to Mortgagor or Trustee immediately upon receipt, copies of any correspondence of any nature whatsoever received by Mortgagor relating to Environmental Laws, and to advise Mortgagor or Trustee in writing as soon as Mortgagor becomes aware of any condition or circumstances which makes any of the representations or statements contained in this paragraph incomplete or inaccurate. In the event Mortgagor or Trustee determines in its sole and absolute discretion that there is any evidence that any such circumstance might exist, whether or not described in any communication or notice to either Mortgagor, Mortgagor or Trustee, Mortgagor agrees, at its own expense, and at no expense to Mortgagor or Trustee, to permit an environmental audit to be conducted by Mortgagor or Trustee or an independent agent selected by Mortgagor or Trustee. This provision shall not relieve Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with any Environmental Laws. If, in the opinion of Mortgagor or Trustee, there exists any uncorrected violation of an Environmental Law by any condition which requires or may require any clean up, removal, or other remedial action, and such correction, clean up, removal, or other remedial action is not completed within sixty (60) days from the date of written notice from Mortgagor or Trustee to Mortgagor, the same shall, at the option of Mortgagor or Trustee constitute a default hereunder, without further notice or cure period.

AND UPON NOTICE TO MORTGAGOR SAID
MORTGAGOR SHALL HAVE 30 DAYS TO
CURE ANY SUCH DEFAULT

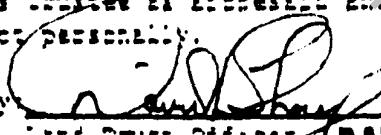
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Mortgagor agrees to indemnify, defend and hold harmless the Trustee and its current, future or former officers, directors, employees and agents hereunder from and against any and all losses, damages, liabilities, obligations, claims, costs and expenses (including legal limitation, attorneys' fees and costs incurred by Mortgagor or Trustee, whether prior to or after the date hereof and whether direct, indirect, or consequential), relating to or arising out of matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance, or removal of asbestos. Any and all amounts owed by Mortgagor to Mortgagor or Trustee under this paragraph shall constitute additional indebtedness secured by this Mortgage or Trust Deed. Any of the provisions of this Mortgage or Trust Deed to the contrary notwithstanding, the representations, warranties, covenants, agreements, and indemnification obligations contained herein shall survive all indicia of termination of the relationship between Mortgagor and Mortgagor or Trustee including, without limitation, the repayment of all amounts due under the Mortgage or Trust Deed, cancellation of the Note and the release of any and all of the loan documents.

Independent Trust Corporation
This Rider is executed by ~~Aberdeen Bank and Trust Company - N.H.~~, 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 ~~Aberdeen Bank and Trust Company - N.H.~~, herby 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 said ~~Aberdeen Bank and Trust Company - N.H.~~, 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 said ~~Independent Trust Corporation - N.H.~~, personally is 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 guarantee, if any, of any co-maker of the Note.

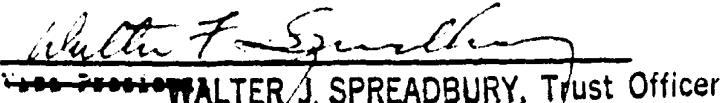
IN WITNESS WHEREOF, ~~Aberdeen Bank and Trust Company - N.H.~~, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Head Trust Officer, and its corporate seal to be hereunto affixed and attested by its Vice-President, the day and year first above written.

Trust Officer

Independent Trust Corporation
~~Aberdeen Bank and Trust Company - N.H.~~
is Trustee as aforesaid and
not personally.
By 

Head Trust Officer **DAVID L. SHOUP**
TRUST OFFICER

ATTEST:


~~WALTER J. SPREADBURY~~, Trust Officer

By signing below, Mortgagor accepts and agrees to the terms and provisions contained in this Rider.

• DEPT-01 RECORDING	\$16.00
• T#5555 TRAN 0186 11/21/90 12:17:00	
• #9777 # **-90-569386	
• COOK COUNTY RECORDER	