

# UNOFFICIAL COPY

JUNIOR  
TRUST DEED  
90133108

The undersigned, Louis Glunz, III and Jean M. Glunz, his wife

(hereinafter called the "Mortgagors") to secure the payment of the indebtedness hereinafter described hereby CONVEY AND WARRANT TO THE LAKE SHORE NATIONAL BANK, a National Banking Association (hereinafter called "the Trustee") certain real estate located at 509 Forest, Wilmette, IL.

and bearing the following legal description:

LOTS 1 AND 2, IN JAMES CRABB'S RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 TO 3, IN BLOCK B, IN DINGEE'S ADDITION TO WILMETTE VILLAGE, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Real Estate  
Index No. 05-27-424-005

90133108

DEPT-01 RECORDING 17.25  
TR2222 TRAN 0902 03/26/90 15:03:00  
#2019 # B \* - 90 - 133108  
COOK COUNTY RECORDER

(which, together with the property immediately hereinafter described, is referred to as "the mortgaged property").

TOGETHER WITH all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging; and together with all equipment and machinery now or hereafter (herein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation; and together with any other fixtures, equipment, machinery or other property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment of the above described property; and together with all rents, issues and profits of the above described property. All the above described property is declared to form part and parcel of the real estate whether physically attached thereto or not, shall for the purposes of this Trust Deed be deemed to be a part of the real estate and shall be subject to the mortgage created by this Trust Deed. It is agreed that all buildings, improvements, fixtures and any other property of any type described above hereafter placed on the real estate described above shall be deemed to be a part of the mortgaged property and shall be fully subject to the mortgage created by this Trust Deed.

TO HAVE AND TO HOLD the mortgaged property unto the Trustee, its successors, and assigns forever, for the purpose, and upon the uses and trusts set forth in this Trust Deed.

THIS TRUST DEED HAS BEEN GIVEN TO SECURE:

(a) The payment of a certain note Guaranty (hereinafter "Note") made by Louis Glunz, III in favor of the Trustee pursuant to the Loan and Security Agreement dated February 13, 1990 ("Agreement");

(b) The payment of all amounts in addition to the indebtedness represented by the Note for which Mortgagors are or shall be liable to the Trustee or Holder under the provisions of this Trust Deed, including but not limited to the amounts of all expenses which may be incurred and payments which may be made by the Trustee or the Holder for which Mortgagors are obligated to make reimbursement under the terms of this Trust Deed.

DEFINITIONS: (a) The term "Holder" refers to the person who shall be the legal holder of the Note at the time as of which the term shall be applied. For any period during which two or more persons shall be the legal holders of the Note, the term "Holder" shall be read "holders" and all singular words forms used in connection with the term "Holder" shall be deemed to be plural word forms where context and construction so require; (b) The Note, this Trust Deed, and any other writing (whether heretofore made or hereafter executed) which by its terms secures or contains agreements with respect to all or any part of the indebtedness evidenced by the Note are each sometimes hereinafter referred to as a "Mortgage Instrument"; (c) The term "Default Interest Rate" means the simple interest rate of eight percent per annum; (d) All persons who have executed this Trust Deed are hereinafter sometimes collectively referred to as "Mortgagors" and any one such person is sometimes referred to as a "Mortgagor"; (e) Any person who is not a Mortgagor under the foregoing definition is sometimes hereinafter referred to as a "third party".

THE UNDERSIGNED REPRESENT, COVENANT AND AGREE AS FOLLOWS:

1. Mortgagors hereby agree: (a) to pay all indebtedness secured by this Trust Deed and all interest thereon as provided in the Note, in this Trust Deed and in any other Mortgage Instrument; (b) to commit or suffer no waste of the mortgaged property, and to keep the mortgaged property in good condition and repair; and (c) to keep the mortgaged property free of any mortgages, mechanic's lien, or other lien or encumbrance or claim of mortgage lien or encumbrance except for mortgages, liens, and encumbrances clearly subordinate to the mortgage created by this Trust Deed or which shall have been in each case expressly permitted by the Holder or Trustee in writing; (d) to suffer or permit no unlawful use nor any nuisance to exist upon the mortgaged property; (e) not to weaken, diminish or impair the value of the mortgaged property or the mortgage created by this Trust Deed by any act or omission to act; (f) to appear in any proceeding which in the opinion of the Trustee or the Holder may affect the mortgage created by this Trust Deed and at the sole expense of Mortgagors to take all steps necessary to protect, maintain or defend the priority, enforceability and validity of the mortgage created by this Trust Deed and at the sole expense of Mortgagors; to do, make, execute and deliver any acts, things, assurances and writings which the Holder or the Trustee may require to protect, defend or make more secure the mortgage created by this Trust Deed; (g) to pay when due any indebtedness or liability which may be secured by a mortgage, lien or other encumbrance or charge on all or any part of the mortgaged property equal or senior in priority to the mortgage created by this Trust Deed; and upon request to exhibit satisfactory evidence of the discharge of any such equal or senior mortgage, lien, other encumbrance or charge to the Trustee or to the Holder; (h) to complete within a reasonable time any buildings or other improvements now or at any time in the process of erection upon the mortgaged property; (i) immediately after destruction or damage to all or any part of the mortgaged property to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the mortgaged

17 Mail

90133108

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

property, unless such destruction or damage is covered by insurance and the Holder elects to apply the proceeds of such insurance to the indebtedness secured by this Trust Deed in accordance with the provisions of Paragraph 3; (j) to comply with all laws, regulations, rulings, ordinances, orders and all other requirements imposed by any governmental or other competent authority, and with all restrictions, covenants, and conditions relating to the mortgaged property or to the use of the mortgaged property; (k) not to make, suffer or permit, without in each case first obtaining the written permission of the Holder or the Trustee: (1) any use of the mortgaged property for any purpose other than that for which it was used on the date of this Trust Deed; (2) any substantial alterations or additions to or any demolition, removal or sale of any building, improvement, fixture, appurtenance, machinery or equipment now or hereafter upon the mortgaged property except as may be required by law; (3) any purchase, lease or agreement under which title or any security interest not expressly subordinate to this Trust Deed is reserved by any person other than the Holder in any fixtures, machinery or equipment to be placed in or upon any buildings or improvements on the mortgaged property; (4) any zoning reclassification.

2. Mortgagors shall pay all general real estate taxes, special assessments, water and sewer charges and all other taxes and charges against the mortgaged property or against the Holder's or Trustee's interest under this Trust Deed, under the Note or under any other Mortgage Instrument, extraordinary as well as ordinary, unforeseen as well as foreseen, of every kind and nature whatsoever, including but not limited to assessments for local improvements and betterments. All taxes, assessments and charges which Mortgagors are obligated to pay under the terms of the preceding sentence are hereinafter referred to as "impositions". Mortgagors shall pay all impositions when due and before any charge for nonpayment attaches or accrues except that Mortgagors shall pay any and all impositions which shall have become payable at any time prior to the date of this Trust Deed immediately upon learning of any such impositions. Mortgagors agree to deliver to the Trustee or to the Holder, upon request duplicate receipts evidencing the payment of all taxes and other impositions required to be paid by Mortgagors. To prevent default under the foregoing agreement, Mortgagors shall pay when due in full under protest, in the manner provided by law, any tax, special assessment or other imposition which Mortgagors shall desire to contest.

3. Mortgagors shall keep all buildings, improvements, and betterments now or hereafter upon the mortgaged property insured against loss or damage by fire, lightning, windstorms, malicious mischief, vandalism, extended coverage hazards, and such other hazards (including hazards not now contemplated) as the Holder or the Trustee may require to be insured against until the indebtedness secured by this Trust Deed is fully paid, or in case of foreclosure, until expiration of the redemption period; in an amount sufficient either (a) to pay the full replacement cost of all such buildings, improvements and betterments, or (b) to pay in full the indebtedness secured by this Trust Deed. Upon request of the Holder, Mortgagors shall also provide liability insurance covering such liabilities (including liabilities which may arise under any law relating to intoxicating liquor) and with such monetary limits as the Holder may require. Mortgagors shall have the right to choose the companies, agents and brokers from which any insurance required under the terms of this Trust Deed shall be obtained; provided, however, that the Holder shall have the right to disapprove for reasonable cause any company, agent or broker selected by Mortgagors. Policies for the hazard and liability insurance required under this Trust Deed shall be delivered to and shall remain with the Holder and in the case of insurance (a) to expire, renewal policies shall be delivered to the Holder not later than ten (10) days prior to the respective dates of expiration. Each hazard insurance policy shall contain a mortgage clause in a form satisfactory to the Holder making the given policy payable to the Trustee for the benefit of the Holder. All policies shall contain a contribution clause and shall by its terms not be subject to cancellation or material alteration in the absence of at least ten days prior written notice to the Trustee. In case of loss under the required hazard insurance policies, the Trustee and the Holder are authorized to adjust, compromise, and collect all claims thereunder without the consent of Mortgagors and to execute and deliver on behalf of Mortgagors all necessary proofs of loss, receipts, vouchers, releases and other such papers required to be signed by the insurance companies, and Mortgagors agree to sign, upon demand, all receipts, vouchers and releases and other such papers required to be signed by the Trustee, by the Holder or by any insurance company. At the election of the Holder, the proceeds of any insurance claim may be applied to the reduction of the indebtedness secured by this Trust Deed whether or not then due, may be applied to the cost of rebuilding or restoring of buildings, improvements and betterments on the mortgaged property or may be applied to both purposes in such proportion as the Holder shall determine. The Trustee is hereby authorized to pay out any and all insurance proceeds in accordance with the Holder's direction. **Holder shall be designated on all policies as lender's loss payee.**

Mortgagors agree to pay to the Holder each month as specified by the Holder and estimated by the Holder to be equal to one-twelfth of the total amount of the general property taxes to be assessed against the mortgaged property for the year in which the deposit is made. Mortgagors further agree upon written request from the Holder to increase the monthly deposits required under the preceding sentence by an amount specified in the Holder's request in order to provide funds for the payment of all special assessments, other impositions and premiums for insurance required by reason of this Trust Deed which shall be designated in the Holder's written request, which in the Holder's estimation may fall due or accrue within the next succeeding year. It is expressly agreed that no trust or other fiduciary relationship shall be deemed to exist between the Holder and any other person by reason of the making of the deposits provided for in this paragraph 4, that the Trustee shall not have any obligation of any kind to pay any interest or other return on any funds deposited pursuant to this paragraph 4 (regardless of whether the Holder may pay any interest or return on similar deposits made by other persons), that such deposits may be commingled with the Holder's own funds, and that except as expressly provided herein, the Holder shall not be obligated to comply with any request of any Mortgagor or other person with respect to the use, investment or disposition of any such deposits. The Holder and the Trustee are hereby authorized to pay all taxes, special assessments, other impositions and insurance premiums as charged or billed without inquiry as to accuracy or validity and regardless of whether or not such payment is requested by any Mortgagor. The Holder shall not, however, be obligated to apply any amounts deposited pursuant to this paragraph to the payment of any tax, special assessment, other imposition or insurance premium unless Mortgagors, while not in default under the provisions of this Trust Deed or any other Mortgage Instrument, shall have requested the Holder in writing to apply funds on deposit to a given tax or other charge, unless each such written request shall be accompanied by the bill for the given tax or other charge of which payment is requested; unless the given tax or other charge shall be one intended by the Holder to be covered by the deposits made pursuant to this paragraph, and unless there shall then be a sufficient amount on deposit to satisfy in full all payments then due on all taxes and other charges intended by the Holder to be covered by deposits made pursuant to this paragraph. The Holder shall not be liable for any loss which any Mortgagor may suffer by reason of any failure of the Holder to pay any imposition or insurance premium which the Holder shall be obligated to pay unless such failure shall have resulted from the Holder's willful misconduct or gross negligence.

5. The Trustee and the Holder are hereby authorized (but shall not be required) to make any payment and to perform in any manner deemed expedient any act which Mortgagors are required to make or to perform under the terms of this Trust Deed, the Note or any other Mortgage Instrument and which Mortgagors shall fail to make or to perform at the time and in the manner specified in this Trust Deed, in the Note, or in any other Mortgage Instrument. The Trustee and the Holder are further authorized to make any payment and to perform any act which either of them may deem necessary to establish, protect or defend the mortgage created by this Trust Deed or the value thereof, or to protect or maintain the value of the mortgaged property or to establish, protect or defend the validity of the Note or to establish or enforce the liability of any person in any way obligated on the Note. The authority hereby granted to the Trustee and the Holder includes but is not limited to the right to make full or partial payments of principal, interest or other charges at any time due or claimed to be due on any mortgage or other lien or encumbrance, if any, equal or senior in priority to the mortgage created hereby; the right to purchase, discharge, clear off, compromise, or settle any tax lien or other equal or senior lien or title or any claim to any such equal or senior lien or title; the right to pay any tax, special assessment or other imposition against the mortgaged property or any insurance premium for which Mortgagors are responsible; the right to contest any tax or assessment; and the right to purchase the mortgaged property or any title or to redeem the mortgaged property from any such sale or from any foreclosure; Mortgagors hereby agree to reimburse the Trustee and the Holder on demand in an amount equal to all amounts paid and expenses incurred by the Trustee or the Holder for any payment or action the making or performance of which is authorized by any of the foregoing provisions of this paragraph 5 and to pay interest at the Default Interest Rate from the date each of such payments and expenses shall have been paid by the Holder or Trustee on the amount thereof remaining from time to time unreimbursed; all such principal amounts and interest shall be secured by the mortgage created by this Trust Deed. The Trustee and the Holder may make any payment authorized under this paragraph 5 without inquiring as to the validity or accuracy of the item or claim paid; and the invalidity or inaccuracy of any such item or claim shall in no way affect the Holder's or the Trustee's right to repayment of all such sums advanced. Nothing contained in this paragraph 5 shall be construed as requiring the Trustee or the Holder to advance any money for any purpose or to take any affirmative action; and neither the Trustee nor the Holder shall incur any liability because of anything it may do or omit to do pursuant to the foregoing authorization, except in case of its own gross negligence or willful misconduct.

6. The Trustee and the Holder at their discretion, are hereby authorized to employ counsel for advice and other legal services, to employ other persons, and to take such other action and incur such other expenses as may appear necessary or prudent to either of them in connection with any action which the Trustee or the Holder is authorized to take under any of the provisions of this Trust Deed or in connection with any litigation, proceeding, negotiation, transaction or dealing in which either the Trustee or the Holder may become concerned or involved because of its interest under this Trust Deed or under the Note, including but not limited to: (a) participation in any proceeding (including bankruptcy and probate proceedings) to which either the Trustee or the Holder may be made or may have a right to become a participant by reason of its interest under this Trust Deed or the Note; (b) participation (whether as plaintiff, defendant, claimant, intervenor, witness or otherwise) in any proceeding, negotiation, or transaction which may affect title to or any interest in the mortgaged property, or which may in any way affect or question the Holder's right to receive and/or to retain payment of the amount which the Holder shall determine to be due under the Note or under the provisions of this Trust Deed or which may in any way affect or question the validity, enforceability, or priority of the mortgage created by this Trust Deed; (c) the initiation and/or maintenance of any judicial or administrative action reasonably deemed necessary by the Holder to establish or protect the validity, enforceability or priority of the mortgage created by this Trust Deed; (d) any other action of any kind taken by the invitation or request of any Mortgagor or of any person who may claim title to or an interest in the mortgaged property under or through any Mortgagor, including but not limited to the making of any special arrangements, the waiver of any rights under any Mortgage Instrument, or the amendment of any Mortgage Instrument; or (e) preparation for any proceeding, negotiation, action, transaction or dealing specified in (a), (b), (c), or (d) immediately above, regardless of whether or not the Trustee or the Holder shall become a participant in any such action, proceeding, negotiation, transaction or dealing. Mortgagors agree to reimburse the Trustee and the Holder on demand in an amount equal to all attorneys' fees and any other expenses incurred and payments made by the Trustee or the Holder pursuant to the authority granted in the foregoing provisions of this paragraph and to pay interest from the date each of such payments and expenses shall have been paid by the Holder or Trustee at the Default Interest Rate on the amount of such payments and expenses remaining from time to time unreimbursed; all such principal amounts and interest shall be secured by the mortgage created by this Trust Deed.

7. For the purposes of this Trust Deed, a "Material Default" shall be deemed to have occurred if (a) Mortgagors shall fail to pay when due any payment required under or by reason of the terms of the Note, this Trust Deed or any other Mortgage Instrument; or (b) Mortgagors shall fail to perform or to observe at the time and in the manner required under this Trust Deed or any other Mortgage Instrument any other obligation required to be performed or observed by Mortgagors under the terms of any Mortgage Instrument; or (c) any warranty, representation, statement or report made or given at any time to the Trustee or to the holder by or on behalf of any Mortgagor shall have been false in any material respect when given or furnished or

96133198

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

81453102







UNOFFICIAL COPY

Property of Cook County Clerk's Office

20250101



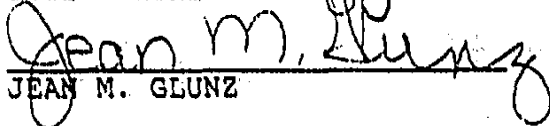
RIDER TO TRUST DEED

THIS RIDER IS EXECUTED THIS 12<sup>th</sup> DAY OF FEBRUARY, 1990, AS PART OF THAT CERTAIN TRUST DEED.

Mortgagor hereby agrees to give Trustee immediate notice of any violation or suspected violation of any federal, state, or local statute, rule, or regulation dealing with the presence or suspected presence of any hazardous, toxic, or environmentally dangerous substances or conditions affecting the mortgaged property. Notwithstanding any language or provision of this Rider to the contrary, Mortgagor hereby unconditionally gives Trustee the right, but not the obligation, and Trustee does not so obligate itself, to undertake to contain and clean up releases of hazardous substances on the mortgaged property before the costs of doing so exceed the value of the mortgaged property. Upon the written request of Trustee to Mortgagor, Trustee, its attorneys, employees, agents or other persons or entities designated by Trustee, shall, from time to time and at any time, be allowed to enter upon the mortgaged property and conduct environmental examinations and audits of the mortgaged property, all in form, manner, frequency and type as Trustee may then reasonably require. Mortgagor shall fully cooperate and make the mortgaged property and all improvements on the mortgaged property available to Trustee at such times as Trustee may reasonably request in order to conduct such environmental examinations and environmental audits.

Mortgagor hereby indemnifies and saves Trustee harmless of and from any and all loss, costs (including reasonable attorney's fees), liability and damage whatsoever incurred by Trustee, by reason of any violation of any applicable statute, rule or regulation for the protection of the environment which occurs upon the mortgaged property or any adjacent parcels of real estate or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation, provided that, to the extent that Trustee is strictly liable under any such statute, Mortgagor's obligation to Trustee under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation of law which results in liability to Trustee. Mortgagor further agrees that this indemnity shall continue and remain in full force and effect beyond the term of the indebtedness or obligation which is secured by this Trust Deed and shall be terminated only when there is no further obligation of any kind whether in law or in equity or otherwise of Trustee in connection with any such environmental clean-up costs, environmental liens, or environmental matters involving the mortgaged property.

  
\_\_\_\_\_  
LOUIS GLUNZ III

  
\_\_\_\_\_  
JEAN M. GLUNZ

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/01

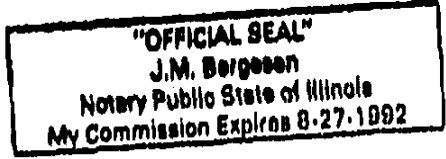
UNOFFICIAL COPY

9 9 | 3 3 | 9 9 . . .

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

The foregoing instrument was acknowledged before me this February 12, 1990 by Louis GLUNZ III and JEAN M. GLUNZ, as their true and voluntary act.

*J. M. Bergesen*  
\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office

99133108

Mail To:  
Robert Boehm  
Boehm, Pearlstein & Monahan<sup>2</sup>  
33 N. LaSalle - Ste 3500  
Chicago, IL 60602

UNOFFICIAL COPY

DAVID M. J. JONES  
JANUARY 14, 2011  
Cook County Clerk's Office

Property of Cook County Clerk's Office

01/14/2011