

1. Payment of Indebtedness. Mortgages shall promptly pay when due each term of indebtedness secured hereby and shall duly perform and observe all the covenants and agreements herein or in the Note provided on the part of Mortgorator to be performed and observed.

2. First Mortgage. (a) Mortgorator shall comply with all covenants and agreements contained in the first mortgage note (hereinafter called "First Mortgage Note") and the first mortgage or trust deed securing the "First Mortgage Note" (hereinafter called "First Mortgage Note") to be performed and observed by Mortgorator. The first mortgage or the trustee and holder of the First Mortgage Note are hereinafter collectively called the "First Mortgage". (b) Mortgorator covenants that this Trust Deed is lawfully executed and delivered in conformity with the First Mortgage Note and First Mortgage and that no default has occurred or exists under the First Mortgage Note or First Mortgage. (c) The terms of the First Mortgage Note or First Mortgage shall not be amended or modified without the prior written consent of holder of the Note. (d) Mortgorator shall promptly furnish to holder of the Note copies of all notices received from First Mortgagees regarding the First Mortgage.

3. Preservation of Premises. Lapse. Mortgorator shall (a) keep the Premises in good condition and repair, without waste; (b) promptly repair, restore or rebuild all buildings or improvements now or hereafter on the Premises which may become damaged or destroyed; (c) complete, within a reasonable time, any building(s) now or at any time in the process of erection upon the Premises; (d) make no substantial repair, alterations or remodeling of the Premises unless the written consent of holder of the Note shall first have been obtained; (e) comply with all laws and municipal ordinances with respect to the Premises and the use thereof; (f) not do, or permit to be done upon the Premises, anything that might impair the value thereof, or the lien of this Trust Deed; (g) keep the Premises free from liens of mechanics and materialmen, and from all other liens, charges, claims or encumbrances, except for the lien of this Trust Deed; (h) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the Premises superior to the lien hereof; and upon request, exhibit satisfactory evidence of the discharge of such prior lien, charge or encumbrance to holder of the Note; and (i) suffer or permit no change in the general nature of the occupancy of the Premises, without the prior written consent of holder of the Note.

4. Inspection of Premises. Holder of the Note shall have the right to inspect the Premises from time to time at all reasonable times or times, and access thereto shall be permitted for that purpose.

5. Taxes, penalties, fines and impositions of any kind (all hereinafter generally called "Taxes") which may be levied, assessed, charged or imposed upon the Premises, when due and before any penalty attaches, Mortgorator shall promptly furnish to holder of the Note all notices of amounts due on the Premises, and upon request, Mortgorator shall deliver to holder of the Note receipts evidencing such payments. To prevent default in any tax, Mortgorator shall pay in full under protest, in the manner provided by law, any Taxes that Mortgorator may owe to contract.

6. Insurance. (a) At all times, Mortgorator shall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the greater of the amount of one percent (1%) of its full insurable value, or in an amount sufficient to pay in full the indebtedness secured by the First Mortgage and the amount of the indebtedness secured hereby, against loss or damage by fire, flood, lightning or other causes. Mortgorator shall have the right to select the insurer, and the policy shall be in favor of and with loss payable to Mortgorator. The insurer providing such insurance may be chosen by Mortgorator in form acceptable to holder of the Note, subject to the approval of Mortgorator. All insurance policies and renewals thereof shall be in form acceptable to holder of the Note, subject to the approval of Mortgorator. All insurance policies shall be delivered to holder of the Note, a copy of the renewal policies shall be delivered to holder of the Note not less than ten (10) days prior to the respective dates of expiration.

(b) In the event of loss or damage, Mortgorator shall give prompt notice to the insurer and holder of the Note, and holder of the Note is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgorator covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurer company. Holder of the Note, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as holder of the Note may elect or to the restoration or repair of the Premises. Any such application of proceeds shall not extend or postpone the due date of the monthly installments as herein and in the Note provided, or change the amount of such installments. If, as provided in this Trust Deed, the Premises are acquired by Trustee or holder of the Note, all right, title and interest of Mortgorator, in and to the proceeds thereof resulting from loss or damage to the Premises shall revert to the Note to the extent of acquisition shall pass to Trustee or holder of the Note to the extent of the sums secured by this Trust Deed (immediately) prior to such sale or acquisition.

Holder's Performance of Mortgorator's Obligations. If Mortgorator fails to perform the covenants and agreements herein and in the Note contained, or if any proceeding is commenced which materially affects the interest of Trustee or holder of the Note in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or an arrangement or proceedings involving a bankrupt or decedent, then Trustee or holder of the Note may, but shall not be required to, make any payment or appearance or perform any act herein required of Mortgorator in any form and manner deemed expedient to Trustee or holder of the Note, and may, but shall not be required to, make full or partial payments of principal or interest on prior and subordinate encumbrances, if any, and purchase, discharge, compromise or settle any lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or to do hereunder. Trustee or holder of the Note shall incur any liability because of anything that it may do or omit to do hereunder. In making any payment on the part of Mortgorator, in making any payment as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgorator, in making any payment as authorized, Trustee or holder of the Note shall be sole judge of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.

Condemnation. If the Premises, or any part thereof, shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgorator, holder of the Note and those authorized to exercise such right, holder of the Note is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall be applied by holder of the Note as it may elect, to the immediate reduction of the indebtedness secured hereby, less Unearned Charges, whether due or not, or to the repair or restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby, less Unearned Charges, shall be delivered to Mortgorator. Such application of condemnation compensation shall not extend or postpone the due dates of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

9. Default. The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay any amount owing on the Note in accordance with the terms thereof or any other obligation as defined in the Note when due; (b) if a proceeding be instituted to enforce any lien, claim, charge or encumbrance upon the Premises; (c) if a proceeding of bankruptcy, receivership, reorganization or insolvency is filed by or against Mortgorator, or any of them, or if Mortgorator, or any of them, shall make any arrangement for the benefit of creditors; (d) if the Premises be placed under the control or custody of any court; (e) if Mortgorator abandons the Premises; (f) if any state, man, representative, government or authority of Mortgorator herein or in any other writing at any time furnished by Mortgorator to Trustee or holder of the Note is untrue in any material respect as of the date made; (g) if a default pursuant to paragraph 13 hereof shall occur; or (h) any failure to timely perform or observe any other covenant or agreement of Mortgorator contained in the Note or in this Trust Deed, which failure shall continue for a period of three (3) days. To the extent permitted by applicable law, whenever a Default shall have occurred, at its option, without notice or demand to Mortgorator or any party claiming under Mortgorator, and without impairing the lien created hereby or the priority of said lien or any right of Trustee or holder of the Note, holder of the Note may demand all unpaid indebtedness secured hereby, less Unearned Charges, immediately due and payable and apply toward the payment of all unpaid indebtedness secured hereby any indebtedness of Trustee or holder of the Note to Mortgorator. For the purposes of subsection (c) of this paragraph 9 only, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon any part of the indebtedness secured hereby who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon any part of the indebtedness secured hereby. Mortgorator, as guarantor, co-maker or otherwise, shall become due, whether by acceleration or otherwise, and is not bound in accordance with the terms herein and in the Note provided, Trustee or holder of the Note shall have the right to foreclose on the land hereof and to exercise any right, power or remedy as herein or in the Note provided, or by law or in equity contracted, in any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale to be paid out of the rents, or the proceeds of such sale, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the Note for court costs, attorney's fees, expenses, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the Note may deem necessary either to prosecute such suit or to evidence to bidders as any sale which may be had pursuant to such decree, the true condition of the title or of the value of the Premises. To the extent permitted by applicable law, all expenditures and expenses of the nature mentioned in this paragraph shall become so much additional indebtedness secured hereby and immediately due and payable by Mortgorator.

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# UNOFFICIAL COPY

TRUST DEED

90318389

1701 River Oaks Drive  
Calumet City, IL 60408

## SECOND MORTGAGE FORM

THIS TRUST DEED made this 25th day of June, 1990, between Frank H. Gill Company

of the Village of Lansing, County of Cook

and State of Illinois (hereinafter, whether one or more, and if more than one, jointly and severally, called "Mortgagor" (and EXCHANGE BANK OF RIVER OAKS, an Illinois banking corporation, doing business and having its principal office in Calumet City, Illinois, as Trustee, (hereinafter called "Trustee") WITNESSETH:

WHEREAS, Mortgagor is justly indebted to the legal holder(s) of the installment note hereinafter described, in the sum of Fifty Thousand and 00/100ths

(\$ 50,000.00), which indebtedness is evidenced by Mortgagor's installment note (the identity of which is evidenced by an identification number corresponding to the identification number of this Trust Deed), of even date herewith, made payable to THE ORDER OF EXCHANGE BANK OF RIVER OAKS, and upon the terms and provisions as provided therein, (hereinafter "Note") and delivered in and by which Note, Mortgagor promises to pay said indebtedness in monthly installments as provided therein, with the final installment, if not sooner paid, due and payable on September 24, 1990; and

WHEREAS, the indebtedness evidenced by the Note and all extensions and renewals thereof, in whole or in part, to the extent permitted by applicable law, all costs and disbursements, including, without limitation, reasonable attorneys' fees, incurred by Trustee and/or holder of the Note in legal proceedings to collect the debt evidenced by the Note or to realize upon any Collateral (as defined in the Note) after Default (as hereinafter defined in paragraph 9 hereof), and any and all other sums which at any time may be due or owing or required to be paid as provided in this Trust Deed or in the Note, are hereinafter called the "indebtedness secured hereby". The legal holder(s) of the Note are hereinafter, whether one or more, called "holder of the Note". The unearned portions of the FINANCE CHARGE and insurance charge(s), if any, determined as set forth in the Note are hereinafter called "Unearned Charges";

NOW, THEREFORE, Mortgagor, to secure the payment of the indebtedness secured hereby in accordance with the covenants and agreements herein and in the Note contained, and the performance and observance of the covenants and agreements of Mortgagor as herein and in the Note contained, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Convey and Warrant unto Trustee, its successors and assigns, the following described real estate:

Lots 17, 18 and 19 in Block 2 in Henry Park's Subdivision of the North 357 feet of the North West 1/4 of the South East 1/4 of Section 30, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois. *gk*

PIN: 30-30-402-016,017,018-0000

COOK COUNTY CLERK'S OFFICE  
1500 N. LAKE ST. CHICAGO, IL 60642  
TELEPHONE 312-318389  
FAX 312-318389

which, together with the property hereinafter described, is called the "Premises".

TOGETHER with all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, hereditaments and appurtenances now or hereafter thereunto belonging or pertaining; and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of or used in connection with the real estate or the operation and convenience of the buildings and improvements located thereon, including, by way of enumeration but without limitation, all equipment owned or used or useful in the operation of the real estate or improvements thereon or furnished by Mortgagor to tenants thereof; all machines, machinery, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled), and all floor covering, screens, storm windows and doors, window shades, blinds, awnings, stoves, refrigerators, dishwashers, disposal units, range hoods, water heaters and blowers; in each case now or hereafter placed in, on or at the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated,

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom,

AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether or not affixed or annexed to the real estate, are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate and for the purposes hereof shall be deemed to be real estate conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are hereby expressly released and waived, for the purposes, uses and trusts herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness secured hereby or the breach of any covenant or agreement herein contained, or upon the occurrence of any Default (as hereinafter defined in paragraph 9 hereof).

This document was prepared by:

(Name) Kathy Lenting  
(Address) 1701 River Oaks Drive  
Calumet City, IL 60409

15.00 E



# UNOFFICIAL COPY

27. Provisions Severable. Wherever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Trust Deed be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Trust Deed on the day and year first above written.

Charles F. Gill  
President

John E. Gill  
Vice President, Secretary, Treasurer

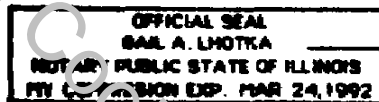
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, \_\_\_\_\_ the undersigned \_\_\_\_\_, a Notary Public in and for and residing in said County,

in the State aforesaid, DO HEREBY CERTIFY THAT Charles F. Gill, President and John E. Gill, Vice President  
of Frank H. Gill Company

who are personally known to me to be the same person s whose name s are subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument  
as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 25th day of June, 1990



Gail A. Lhotka  
Notary Public

My Commission Expires: \_\_\_\_\_

### IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY EXCHANGE BANK OF RIVER OAKS, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification Number \_\_\_\_\_

EXCHANGE BANK  
OF RIVER OAKS, Trustee.

By: \_\_\_\_\_  
Assistant Trust Officer  
Assistant Secretary  
Assistant Vice President

MAIL TO:

Exchange Bank of River Oaks  
1701 River Oaks Drive  
Calumet City, IL 60409

For Recorder's index purposes, insert street address of above described Premises here.

17417 Railroad  
Lansing, IL 60438

Place in Recorder's Office

Box Number \_\_\_\_\_

90318389