

TRUST DEED

91465515

(Trust Deed Form T-3)
REV 6-81

91465515

THE ABOVE SPACE FOR RECORDERS USE ONLY

Abstract 785 164

THIS INDENTURE, Made August 12, 1991, between American National Bank & Trust Co of Chicago 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 August 1, 1985 and known as trust number 65395, 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 Seven Hundred Fifty Thousand and 00/100----- Dollars, (\$750,000.00)-----

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 10.25* per cent per annum in instalments as follows: Six Thousand Nine Hundred and 00/100-----

Dollars on the 1st day of October 19 91 and Six Thousand Nine Hundred Fifty 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 September 2001. 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 Co. N.A. in said City.

This loan is payable in full at the end of 10 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 COUNTY of Cook AND STATE OF ILLINOIS, to wit: COOK COUNTY RECORDERS OFFICE ATTACHED HERETO AND MADE A PART HEREOF

PARCEL 1:

Lots 31 and 32 (except the Northerly 3.9 feet thereof) in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lot 23 and that part of Lots 24, 25, and 26 that lies West of a line described as follows: BEGINNING at a point on the Northerly line of said Lot 26 said point being 14.06 feet Easterly (as measured on the Northwesterly line of Lot 26) from the North West corner of Lot 20; thence South on a straight line 157.62 feet to a point 25 feet Easterly (as measured on the southeasterly line of Lot 24) of the South West corner of Lot 24 all in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

All the Easterly and Westerly 16 feet vacated alley said alley vacated by Document 17841079 recorded April 28, 1960 and dated April 19, 1960 lying Southerly of and adjoining Lot 31 and Northerly of and adjoining Lots 23 to 26 both inclusive and lying Westerly of the West line of land conveyed to the County of Cook in Document 11934103 and lying Easterly of the East line of Fern Avenue as dedicated by Plat of Subdivision, all in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois recorded September 15, 1923 as Document S104900.

PARCEL 4:

The West 1/2 of the North and South 10 feet vacated alley said alley vacated by Document 17202237 recorded May 12, 1958 lying East of and adjoining Lots 31 and 32 lying South of the South line of the North 3.9 feet of Lot 32 extended East and lying Northwesterly of a line beginning at the South East corner of Lot 31; thence Northeasterly to the South West corner of Lot 30 all in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Alibank Prime + 4.25%

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to enforce, to deliver general 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 or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim (partial or entire) from any tax sale or forfeiture affecting said premises or contain 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 in respect to the mortgaged premises and the lien secured hereby) shall be deemed immediately due and payable without notice and with interest thereon at the highest lawful rate two annum fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or 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 such foreclosure suit and, in case of a sale, in the event of the failure of First Party or its successors or assigns to do any of the things expressly 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 Trustee 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 all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees. Trustee or holder of the note, as trustee or holder of the note, shall be entitled to reimbursement for all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, publication costs and costs, which may be incurred by or on behalf of Trustee or holders of the note in connection with (a) any proceeding, including private and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant 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 hereof after accrual of such right 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.

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 taxes and expenses incident to the foreclosure 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, 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.

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 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 occupied 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 the foreclosure suit and to apply the same to the payment of the indebtedness secured hereby, whether there be such 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 pendency of such suit. 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 debt, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. Trustee has no duty to examine the title, location, situation, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein conferred by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, when re-issuance of said note is requested by or on behalf of Trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification to be executed by a proper 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 same as the note described herein, it may accept 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.

9. Trustee may retain 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 refusal to act of Trustee, 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 herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

10. For prepayment privilege, see Note hereby secured.

11. In addition to payments of principal and interest herein, provided, the Mortgagors shall pay each month to the holder or holders of said Note 1/12th of the annual general real estate taxes assessed or to be assessed against said premises.

12. The mortgagors are prohibited from selling, conveying, assigning the beneficial interest in and to, entering into Article of Agreement for the sale, 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 entitling the mortgagee to declare the whole of the debt immediately due and payable.

13. The holders of the Note secured by this Trust Deed, at 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 whole 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 in any manner the validity of or priority of this Trust Deed nor release the Mortgagors from personal liability for the indebtedness hereby secured. In the event of any extensions, modifications or renewals, extension agreements shall not be necessary and need not be filed.

14. Mortgagors agree that until said Note and any extension or renewal thereof, and so any and all other indebtedness of Mortgagors to the holders of the Note, heretofore or hereafter incurred, and without regard to the rate of interest, shall have been paid in full, Mortgagors will not, without the prior written consent of the holders of the Note or create or permit any lien or other encumbrance other than presently existing, liens and liens to run, the payment of loans and advances made to them by the holders of the Note to exist on said real estate, or to transfer, sell, convey or in any manner dispose of said real estate.

15. The real estate described herein shall be 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 or Mortgagee or its successors and assigns, provided, however, that in no event shall this Trust Deed secure indebtedness of the Mortgagor to the Mortgagee in an amount exceeding \$2,000,000.00.

16. The Mortgagors hereby waive any and all rights of redemption from sale under any order or decree of foreclosure pursuant to rights herein granted on behalf of the Mortgagors, the Trust Estate, and all persons beneficially interested therein and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of this mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Section 15-1601 (b), Illinois Revised Statutes.

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 obtaining the written consent of the holder of the Note secured by this Trust Deed.

American National Bank and Trust Company of Chicago
THIS TRUST DEED is executed by American National Bank and Trust Company of Chicago, N.A. 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 American National Bank and Trust Company of Chicago, N.A. hereby 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 First Party or on said American National Bank and Trust Company of Chicago, N.A. 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 equity hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago, N.A. personally are concerned the legal holder or holders of said note and the owner or owners of any indebtedness securing 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 guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, N.A. 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.

American National Bank & Trust Co. of Chicago
ALBANY BANK AND TRUST COMPANY, N.A. As Trustee as aforesaid and not personally,
By [Signature] VICE-PRESIDENT-TRUST OFFICER
Attest [Signature] ASSISTANT CASHIER

STATE OF ILLINOIS } SS.
COUNTY OF COOK }
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the above-named Vice President/Trust Officer and Assistant Cashier of ALBANY BANK AND TRUST COMPANY, N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the use and purpose therein set forth, and the said Assistant Cashier then and there acknowledged that said Assistant Cashier as custodian of the corporate seal of said bank, did affix the seal of said bank to said instrument as said Assistant Cashier's own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the use and purpose therein set forth.

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"NOTARIAL SEAL"
ANNIE M. MARCHANT
Notary Public, State of Illinois
My Commission Expires 07/1/24

703 2 1901
Given under my hand and Notarial Seal this _____ day of _____, 19____
[Signature]
Notary Public

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 911
ALBANY BANK & TRUST COMPANY N.A.
[Signature]
Trust Officer

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ALBANY BANK & TRUST COMPANY N.Y.
 3400 W. LAWRENCE AVENUE
 CHICAGO, ILLINOIS 60655
 CITY
 STREET
 NAME

OR

INSTRUCTIONS

RECORDED BY COOK COUNTY CLERK'S OFFICE
 INDEXED BY COOK COUNTY CLERK'S OFFICE
 91465515

COMPANY KNOWN AS 4146 S. FIRST AVENUE, LYONS, ILLINOIS
 PIN: 18-02-113-008, 18-02-113-010, 18-02-113-011, 18-02-113-012, 18-02-113-013, 18-02-113-015, 18-02-113-018
 * THE INTEREST RATE SHALL BE ADJUSTED TO ALBANY BANK'S + 1.25% ON THE FIRST DAY OF SEPTEMBER 1996 AND SHALL BE
 FIXED THEREAFTER UNTIL MATURITY. THE PAYMENT DUE FOR PREPAYMENT AND INTEREST SHALL BE ADJUSTED TO REFLECT ANY
 CHANGE IN THE INTEREST RATE, BASED UPON THE THEN APPLICABLE LIBOR RATE.
 PREPAYMENT PENALTY: 2% OF THE PREPAYMENT BALANCE ON ANY AMOUNT PREPAID PRIOR TO SEPTEMBER 1, 1999, HOWEVER,
 PREPAYMENT MAY BE MADE WITHOUT PENALTY IF PREPAID BETWEEN JULY 1, 1996 AND AUGUST 31, 1996.

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TRUST DEED

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FILED FOR RECORD

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE DEPOSITED BY THE TRUSTEE WITHIN THE TIME SPECIFIED

ALBANY BANK & TRUST COMPANY N.A.

Trustee

STATE OF ILLINOIS COUNTY OF COOK

THE UNDERSIGNED, a Notary Public in and for said County in the State of Illinois, DO HEREBY CERTIFY that the above-named Vice President and Assistant Cashier of American National Bank and Trust Company of Chicago

By: ALBANY BANK AND TRUST COMPANY N.A. As Trustee as aforesaid and not personally.

THIS TRUST DEED is recorded in and to the satisfaction of the Trustee of the American National Bank and Trust Company of Chicago

obtaining the written consent of the holder of the Note secured by this Trust Deed.

The undersigned will not transfer, assign or in any way part with the Note or interest in and to the premises described herein without first

obtaining the written consent of the holder of the Note secured by this Trust Deed.

The undersigned agrees that any extension of the term of the Note shall be made by the holder of the Note in writing

and no extension of the term of the Note shall be made in any other manner

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Mortgagee agrees to indemnify defend and hold Mortgagee or Trustee and its current, future or former officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, obligations, claims, costs and expenses (including with limitation, attorneys' fees and costs) incurred by Mortgagee 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 Mortgagee to Mortgagee 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 incidents of termination of the relationship between Mortgagee and Mortgagee 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.

This Note is executed by ~~Albany Bank and Trust Company N.A.~~, 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 Albany Bank and Trust Company N.A., hereby 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 ~~Albany Bank and Trust Company N.A.~~, 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 ~~Albany Bank and Trust Company N.A.~~ 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 hereof, 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 guarantor, if any or any co-maker of the Note.

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

American National Bank and Trust Company of Chicago U/T/A # 65395
~~ALBANY BANK AND TRUST COMPANY N.A.~~

as Trustee as aforesaid and not personally.

By: [Signature]
Land Trust Officer

Attest: [Signature]
Vice President

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By signing below, Mortgagee accepts and agrees to the terms and provisions contained in this Note.

American National Bank & Trust Co. of Chicago