

TRUST DEED

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THIS INDENTURE, made this 31st day of July, 1991, by JANKO SOPCIC and MARICA SOPCIC, his wife (herein collectively "Mortgagor") and CHICAGO TITLE AND TRUST COMPANY, an Illinois Banking Corporation, (herein "Trustee").

W T T N E S S E T H

WHEREAS, Mortgagor is the owner and holder of fee simple title in and to all of the real estate described in Exhibit "A" attached hereto and made a part hereof which real estate forms a portion of Premises (as hereinafter defined);

WHEREAS, Mortgagor is justly indebted to the holder (herein "Holder") of that certain promissory note executed and delivered concurrently herewith, (herein the "Note") bearing even date herewith, payable to the order of bearer in the original principal sum of FOUR HUNDRED TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$425,000.00) bearing interest at the rate specified therein and payable in such installments as is more specifically described therein.

WHEREAS, the (i) indebtedness evidenced by the Note, including the principal thereof and interest and premiums, if any thereon, and all extensions or renewals thereof, in whole or in part, (ii) any further advances made by Holder of the Note to Mortgagor for any purpose set forth herein, or in any document executed in connection therewith, at any time, before the release and cancellation of this Trust Deed, and (iii) all other sums which may be at any time due or owing, or required to be paid as herein provided all of which are herein sometimes called the "Indebtedness Hereby Secured", provided however, that the Indebtedness Hereby Secured shall not exceed a sum equal to two times the original principal amount of the Note.

NOW, THEREFORE, to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other Indebtedness Hereby Secured, and the performance and observance of all the covenants, agreements and provisions herein and in the Note contained, and in consideration of the premises and of the sum of \$10.00 paid to Mortgagor, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by Mortgagor, Mortgagor DOES HEREBY GRANT, REMISE, MORTGAGE, RELEASE, ALIEN AND CONVEY unto Trustee, its successors and assigns forever, the real estate described in Exhibit "A" attached hereto and made a part hereof (herein, together with the property mentioned in the next succeeding paragraphs hereto, called the "Premises");

TOGETHER with all right, title and interest of Mortgagor including any after-acquired title or reversion, in and to the rights of ways, streets, avenues and alleys adjoining the Premises;

TOGETHER with all regular and singular tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise or license, and the reversions and remainders thereof;

TOGETHER with all rents, income, receipts, revenues, issues, proceeds and profits accruing and to accrue from the Premises;

This Instrument was prepared by and after recording mail to: Paul R. Lieggi, Esq., Law Offices of Paul R. Lieggi, 180 N. LaSalle St., Suite 1922, Chicago, Illinois 60601.

COMMON ADDRESS: 6814-24 SOUTH JEFFERY AVE, CHICAGO, IL
P. I. N. 30-24-315-017-0000

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BOX 333

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected therein, all of which materials shall be deemed to be included within the Premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Premises and/or the operation and maintenance of any building or buildings and improvements located thereon, including, but without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air conditioning and sprinkler equipment, systems, fixtures and conduits and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed that all of the Premises shall, so far as permitted by law, be deemed to be fixtures, a part of the realty and security for the Indebtedness Hereby Secured. Notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered by this Trust Deed and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may be ineffective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code) this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Holder and Trustee as a secured party, all in accordance with said Uniform Commercial Code as more particularly set forth in paragraph 17 hereof. Nothing contained herein shall be construed to include within the security created hereby the personal property used in and belonging to any tenant of Mortgagor.

TOGETHER with all right, title, estate and interest of the Mortgagor in and to the Premises, estate, property, improvements, furniture, furnishings, apparatus and fixtures hereby conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Premises after an Event of Default (as hereinafter defined); and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Trustee and Holder pursuant to the provisions hereof.

TO HAVE AND TO HOLD the Premises, with the appurtenances, and fixtures, unto Trustee, its successors and assigns, forever, for the purposes and upon the uses and purposes herein set forth together with all right to possession of the Premises upon the occurrence of any Event of Default as hereinafter defined; the Mortgagor hereby RELEASING and WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by the Mortgagor, then this Trust Deed and the estate, right and interest of the Trustee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness: Mortgagor shall pay when due (a) the principal of and interest and premium, if any, on the indebtedness evidenced by the Note and (b) all other Indebtedness

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Hereby Secured; and shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided herein and in the Note; and this Trust Deed shall secure such payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, Etc.: Mortgagor shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purposes; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's, or like liens or claims or other liens or claims for lien; (c) pay, when due, any indebtedness which may be secured by a lien or charge of the Premises superior to the lien hereof and, upon request, exhibit to Holder satisfactory evidence of the discharge of such prior lien, (d) complete the construction of any improvements within a reasonable time, now or at any time in the process of repair or erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof; (f) make or permit no material alterations in the Premises except as required by law or ordinance without the prior written consent of Holder; (g) suffer or permit no change in the general nature of the occupancy of the Premises; (h) initiate or acquiesce in no zoning reclassification with respect to the Premises; and (i) suffer or permit no unlawful use of or nuisance to exist upon the Premises.

3. Other Liens: Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to the Premises, whether such lien, charge or encumbrance is inferior or superior to the lien of this Trust Deed, excepting only the lien of real estate taxes and assessments not due or delinquent.

4. Taxes: Mortgagor shall pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Mortgagor, if applicable to the Premises or any obligation or agreement secured hereby; and Mortgagor shall, upon written request, furnish to Holder duplicate receipts therefor. Mortgagor shall pay in full under protest in the manner provided by statute, any Taxes which Mortgagor may desire to contest; provided, however, that if deferment of payment of any such Taxes is required to conduct any contest or review, Mortgagor shall deposit with the Holder the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, and in any event, shall pay such Taxes notwithstanding such contest, if in the opinion of the Holder, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; and if Mortgagor shall not pay the same when required so to do, Holder may do so and may apply such deposit for the purpose. In the event that any law or court decree has the effect of deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Holder the payment of the whole or any part of the Taxes or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of the Trustee in the Premises, or the manner of collection of Taxes, so as to adversely affect this Trust Deed or Indebtedness Hereby Secured or the Trustee, then, and in any such event and in the further event that such taxes are not paid, Mortgagor shall, upon demand by the Holder, pay such Taxes, or reimburse Mortgagor therefor, unless such payment or reimbursement by Mortgagor is unlawful in which event the Indebtedness Hereby Secured shall be due and payable within ten (10) days after written demand by Holder to Mortgagor. Nothing in this Paragraph 4 contained shall require the Mortgagor to pay any income, franchise, excise or other tax imposed upon Trustee or Holder,

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excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises, and then only in an amount computed as if the Holder derived no income from any source other than his interest hereunder.

5. Insurance Coverage: Mortgagor shall insure or cause to be insured and keep or cause to be kept insured all of the buildings and improvements now or hereafter constructed or erected upon the Premises and each and every part and parcel thereof, against such perils and hazards as the Holder may from time to time require, and in any event including:

(a) Insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as Holder may reasonably require, in amounts equal to the full replacement value of the Premises;

(b) Public liability insurance against bodily injury and property damage with a combined single limit of not less than \$1,000,000.00;

(c) Steam boiler, machinery and other insurance, including loss of income coverage of the types and in amounts as Holder may require but in any event not less than customarily carried by persons owning or operating like properties.

6. Insurance Policies: All policies of insurance to be maintained and provided as required by Paragraph 5 hereof shall be in form, with companies and in amounts reasonably satisfactory to Holder and all policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to Holder. Mortgagor shall deliver all policies (or certificates evidencing said policies), including additional and renewal policies to Holder and, in case of insurance policies about to expire, the Mortgagor shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. Deposits for Taxes: Mortgagor shall, for the purpose of providing funds with which to pay the general taxes and special assessments levied against the Premises, make monthly deposits with Holder on the first day of every month, in an amount estimated by Holder to be equal to 1/12th of the general real estate taxes and special assessments last levied against the Premises. Such deposits shall be computed and made by Mortgagor so that Holder shall have in his possession one month prior to the due date, the amount necessary to pay the said real estate taxes. No interest shall be allowed on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart. If, at the time tax bills are issued for real estate taxes or special assessments for any year, the amount theretofore so deposited shall be less than the amount of such taxes and assessments for the year, Mortgagor agrees to deposit with Holder the difference between the amount theretofore deposited hereunder and the amount required to effect payment of general real estate taxes and special assessments for such year; such deposit to be made not later than ten (10) days prior to the penalty date of such tax bills. In the event of a default in any of the provisions contained in this Trust Deed, the Holder may, at his option, without being required so to do, apply any tax deposits on hand against any of the Indebtedness Hereby Secured, in such order and manner as Holder may elect. When the Indebtedness Hereby Secured has been fully paid, then any remaining tax deposits shall be paid to the Mortgagor. All tax deposits are hereby pledged as additional security for the Indebtedness Hereby Secured, and shall be held in trust, without interest or income, to be irrevocably applied for the purposes for which it is made, as herein provided, and shall not be subject to the direction or control of Mortgagor.

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8. Proceeds of Insurance: Mortgagor shall give Holder prompt notice of any damage to or destruction of the Premises. In case of loss covered by policies of insurance, Holder (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at his option either (i) to settle and adjust to any claim under such policies without the consent of Mortgagor, or allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; and provided that in any case Holder shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by Holder in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to Holder upon demand. In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of Holder, the Premises can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty and adequately securing the outstanding balance of the Indebtedness Hereby Secured, then, if no Event of Default, as hereinafter defined, shall have occurred and be then continuing, the proceeds of insurance shall be applied to the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof, as provided for in Paragraph 9 thereof; and Mortgagor hereby covenants and agrees forthwith to commence and diligently to proceed with such restoring, repairing, replacing or rebuilding; provided, always, that Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof. In the event that proceeds of insurance, if any, shall be made available to Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by Holder.

9. Disbursement of Insurance Proceeds. In the event that Mortgagor is entitled to reimbursement out of insurance policies held by Holder, such proceeds shall be disbursed from time to time upon Holder being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding together with funds (or assurances satisfactory to Holder that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and with such architect's certificates, waiver's of lien, contractor's sworn statements, title insurance endorsements, plats of survey and other such evidences of cost, payment and performance as Holder may reasonably require and approve; and Holder may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by Holder prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time. Funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of Holder, together with funds deposited for that purpose or irrevocably committed to the satisfaction of Holder by or on behalf of Mortgagor for that purpose, shall be at least sufficient, in the reasonable judgment of Holder, to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Holder after payment of such costs or restoration, repair, replacement or rebuilding or costs or fees incurred in obtaining such proceeds shall, at the option of Holder, be applied on account of the Indebtedness Hereby Secured. No interest shall be allowed to Mortgagor on account of any proceeds of insurance or other funds held by Holder.

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10. Condemnation: Mortgagor hereby assigns, transfers and sets over unto Trustee and Holder the entire proceeds of any award under the power of eminent domain or by condemnation including any payments made in lieu of and/or in settlement of a claim or threat of condemnation. Holder may elect to apply the proceeds of the award upon or in reduction of the Indebtedness Hereby Secured, whether due or not, or require Mortgagor to restore or rebuild the Premises, in which event, the proceeds shall be held by Holder and used to reimburse Mortgagor for the cost of such rebuilding or restoring. If, in the reasonable judgment of Holder, the Premises can be restored to an economic unit not less valuable than the same was prior to the condemnation and adequately securing the outstanding balance of the Indebtedness Hereby Secured, the award shall be used to reimburse Mortgagor for the cost of restoration and rebuilding; provided always, that no Event of Default has occurred and is then continuing. If Mortgagor is required or permitted to rebuild or restore the Premises, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by Holder, and proceeds of the award shall be paid out in the same manner as is provided in Paragraph 9 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration or costs or fees incurred in obtaining such award shall, at the option of Holder, be applied on account of the Indebtedness Hereby Secured. No interest shall be allowed to Mortgagor on account of any award held by Holder.

11. Tax Stamp: If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagor or the Premises, any tax becomes due in respect of the issuance of the Note or this Trust Deed, Mortgagor shall pay such tax in the manner required by law.

12. No Prepayment Privilege: Mortgagor shall have no right to make prepayments on the principal of the Note without the prior consent of Holder.

13. Effect of Extension of Time: If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security therefore be released, all persons now or at any time hereafter liable, therefore, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Trustee and Holder, notwithstanding any such extension, variation or release.

14. Holder's Performance of Mortgagor's Obligations: In case of an Event of Default herein, Holder, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefore) in any form and manner deemed expedient to Holder; and Holder may, but shall not be required to, 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 prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment, and may, but shall not be required to, complete construction, furnishing and equipping of the improvements upon the Premises and rent, operate and manage the Premises and such improvements and pay operating costs and expenses, including management fees of every kind and nature in

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connection therewith, so that the Premises and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and other monies advanced by Holder to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises and such improvements or to pay any such operating costs and expenses thereof or to keep the Premises and improvement operational and usable for its intended purpose, shall be so much additional Indebtedness Hereby Secured, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice and with interest thereon at the Default Rate specified in the Note (herein called the "Default Rate"). Inaction of Holder shall never be considered as a waiver of any right accruing to it on account of any default on the part of the Mortgagor. In making any payment hereby authorized (a) relating to taxes and assessments, Holder may do so according to any bill, statement or estimate, without inquiring into the validity of any tax, assessment, forfeiture, sale, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other prior lien, Holder may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; and (c) in connection with the completion of construction, furnishing or equipping of the improvements of the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, Holder may do so in such amounts and to such persons as Holder may deem appropriate and may enter into such contracts therefore as Holder may deem appropriate or may perform the same itself.

15. Inspection of Premises and Records: Holder shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

16. Financial Statements: Mortgagor covenants and agrees while any Indebtedness Hereby Secured is outstanding, to furnish to Holder within thirty (30) days at the end of each calendar year of operation, an annual financial statement showing the operation of the Premises, said financial statements being prepared and reviewed by an independent certified public accountant. The financial statements required under the provisions of this paragraph shall include the financial data relevant to the operation and ownership of the real estate. Each of such financial statements shall be comprehensive and reflect, in addition to other data, the following: gross income and source, real estate taxes, insurance, operating expenses in reasonable detail, depreciation deduction for federal income tax purposes, federal income taxes and net income.

17. Uniform Commercial Code: This Trust Deed constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to any part of the Premises which may now or hereafter be or be deemed to be personal property, fixtures or property other than real estate owned by Mortgagor (for the purposes of this Paragraph 17 called "Collateral"). All of the terms, provisions, conditions and agreements contained in this Trust Deed pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this paragraph 17 shall not limit the generality or applicability of any other provision of this Trust Deed but shall be in addition thereto:

(a) Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof.

(b) The Collateral is to be used by Mortgagor solely for business purposes, being installed upon the Premises for

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Mortgagor's own use or as the equipment and furnishings furnished by Mortgagor, as landlord, to tenants of the Premises.

(c) The Collateral will be kept at the real estate comprised within the Premises and will not be removed therefrom other than in the ordinary course of business without the consent of Holder (being the Secured Party as that term is used in the Code) and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.

(d) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant thereto; and Mortgagor will at its own cost and expense, upon demand, furnish to Holder such further information and will execute and deliver to Holder such financing statements and other documents in form satisfactory to Holder and will do all such acts and things as Holder may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no adverse liens or encumbrances and Mortgagor will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever necessary or desirable.

(e) Upon an Event of Default hereunder and at any time thereafter (such default not having previously been cured), Holder at his option, may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Paragraph 19 hereof, and thereupon Holder shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any place where the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Holder shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's obligations, as provided in the Code. Holder without removal may render the Collateral unusable and dispose of the Collateral on the Premises, or Holder may require Mortgagor to assemble the Collateral and make it available to Holder for his possession at a place to be designated by Holder which is reasonably convenient to both parties. Holder will give Mortgagor at least five (5) business days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of Mortgagor shown in Paragraph 37 of this Trust Deed at least five (5) business days before the time of the sale or disposition. Holder may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of the type which is the subject of widely distributed standard price quotations, Holder may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Premises, the Collateral and real estate to be sold as one lot if Holder so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorney's fees and legal expenses incurred by Holder, shall

be applied in satisfaction of the Indebtedness Hereby Secured. Holder will account to the Mortgagor for any surplus realized on such disposition.

(f) The remedies of Holder hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of the other remedies of Holder, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.

(g) The terms and provisions contained in this Paragraph 17 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(h) This Trust Deed is intended to be a financing statement within the purview of §9-402(6) of the Code with respect to the Collateral and the goods described at the beginning of this Trust Deed which goods are or are to become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Holder (Secured Party) are set forth in Paragraph 37 hereof. This Trust Deed is to be filed for record with the Recorder of Deeds of the County where the Premises are located. Mortgagor is the record owner of the Premises.

18. Restrictions on Transfer: It shall be an Event of Default hereunder if, without the prior written consent of Holder, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof or interest therein, excepting only sales or other dispositions or Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises (provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral, subject to the first and prior lien hereof, of at least equal value and utility), whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise. The foregoing provisions of this Paragraph 18 shall not apply (i) to liens securing the Indebtedness Hereby Secured, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfer of the Premises, or part thereof, or interest herein by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this Paragraph 18 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise shall acquire any part of or interest in or encumbrance upon the Premises.

19. Events of Default: The occurrence of any one or more of the following events shall constitute an Event Default:

(a) If default be made in the due and punctual payment of the Note, or any installment thereof, either principal or interest, as and when the same is due and payable; or

(b) If default be made and shall continue for ten (10) days after notice thereof by Holder to Mortgagor in the making of any payment of any other monies required to be made hereunder or under any further advance that constitutes part of the Indebtedness Hereby Secured; or

(c) If an Event of Default under the Assignment defined in Paragraph 27 shall occur and be continuing; or

(d) If an Event of Default pursuant to Paragraph 18 hereof shall occur and be continuing; or

(e) If Mortgagor:

(i) shall file a petition in voluntary bankruptcy under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, not or hereinafter in effect, or

(ii) shall file an answer admitting insolvency or inability to pay its debts, or

(iii) shall have any involuntary proceeding under the Federal Bankruptcy Act or similar law filed against them and such proceedings shall not have been vacated or stayed, or

(iv) shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagor for all or the major part of Mortgagor's property or the Premises, in any voluntary proceeding, or any court shall have taken jurisdiction of all or the major part of Mortgagor's property or the Premises in any involuntary proceeding, and such trustee or receiver shall not be discharged or such jurisdiction, relinquished or vacated or stayed or appeal or otherwise stayed within sixty (60) days, or

(v) shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises, or

(vi) shall have their property levied upon by execution or other legal process.

(f) If default shall continue for twenty (20) days after notice thereof by Holder to Mortgagor in the due and punctual performance or observance of any other agreement or condition herein contained; or

(g) If the Premises shall be abandoned.

Upon occurrence of an Event of Default, Holder is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Trustee or Holder hereunder, to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Holder may immediately proceed to foreclose this Trust Deed and/or to exercise any right, power or remedy provided by this Trust Deed, the Note, the Assignment or by law or in equity.

20. Possession by Holder: When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, Holder shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of rents, issues and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of taxes, insurance premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

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21. Foreclosure: When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Holder shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Holder for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title, as Holder may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be held pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Trust Deed, including the fees of any attorney employed by Holder in any litigation or proceeding affecting this Trust Deed, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate per annum until paid.

22. Receiver/Holder in Possession: Upon, or at any time after the filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and Trustee or Holder or any employee or agent thereof may be appointed as such receiver or as mortgagee in possession. Such receiver or mortgagee in possession shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver or mortgagee in possession, would be entitled to collection of 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 whole of said period. The court may, from time to time, authorize the receiver or mortgagee in possession to apply the net income from the Premises in his hands in payment in whole or in part of:

(a) The Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Trust Deed, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or

(b) The deficiency in case of a sale and deficiency.

23. Proceeds of Foreclosure Sale: The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 21 hereof; second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; third, to interest remaining unpaid upon the Note; fourth, to the unpaid principal

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balance of the Note and lastly, any overplus to Mortgagor, and their successors or assigns, as their rights may appear.

24. Insurance Upon Foreclosure: In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Trust Deed, the court, in its decree, may provide that the mortgagee's clause to be attached to each of said casualty insurance policies be cancelled and that the decree creditors may cause a new loss payee clause to be attached to each of said casualty insurance policies making the loss thereunder payable to such decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redelector may cause the preceding loss payee clause attached to each casualty insurance policy to be cancelled and a new loss payee clause to be attached thereto, making the loss thereunder payable to such redelector. In the event of a foreclosure sale, Holder is hereby authorized, without consent of Mortgagee, to assign any and all insurance policies to the purchaser at the sale, or to take such steps as Holder may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums thereon.

25. Waiver: Mortgagor hereby covenants and agrees that they will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction, or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Revised Statutes, Chapter 110, §15-1601, and any statute enacted in replacement or substitution thereof. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Trustee or Holder, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted.

26. Assignment: As further security for the Indebtedness Hereby Secured, Mortgagor has concurrently herewith, executed and delivered, to Trustee and Holder, an Assignment of Leases and Rents (herein the "Assignment") on the Premises. All the terms and conditions of the Assignment are hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. Mortgagor agrees that it will duly perform and observe or cause to be performed and observed all obligations imposed upon them under the Assignment. Nothing herein contained shall be deemed to obligate Trustee or Holder to perform or discharge any obligation, duty or liability of Mortgagor under the Assignment and

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the Mortgagor shall and does hereby indemnify and hold Trustee and Holder harmless from any and all liability, loss or damage which Trustee or Holder may or might incur by reason of the Assignment. Any and all liability, loss or damage incurred by Trustee or Holder, together with the costs and expenses, including reasonable attorney's fees, incurred by Trustee or Holder in the defense of any claims or demand therefor (whether successful or not), shall be so much additional Indebtedness Hereby Secured, and Mortgagor shall reimburse Trustee and Holder therefor on demand, together with interest at the Default Rate under the Note from the date of demand to the date of payment.

27. Holder in Possession: Nothing herein contained shall be construed as constituting Trustee or Holder a mortgagee in possession in the absence of the actual taking of possession of the Premises.

28. Business Loan: Mortgagor certifies and agrees that the proceeds of the Note secured hereby have been used for the purposes specified in Illinois Revised Statutes, Chapter 17, §6404(1)(c), and the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section. Mortgagor further certifies and agrees that the Premises are not residential real estate within the definition and preview of Illinois Revised Statutes, Chapter 17, §6404(2)(a).

29. Further Assurances: Mortgagor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of Holder, for the better assuring, conveying, mortgaging, assigning and confirming unto Trustee or Holder all property mortgaged hereby or property intended so to be; whether now owned by Mortgagor or hereafter acquired.

30. Mortgagor's Successors: In the event that the ownership of Premises becomes vested in a person or persons other than Mortgagor, Holder may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Trust Deed and the Indebtedness Hereby Secured in the same manner as with Mortgagor. Mortgagor shall give immediate written notice to Holder of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph 30 shall vary or negate the provisions of Paragraph 18 hereof.

31. Rights Cumulative: Each right, power and remedy herein conferred upon Trustee or Holder is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Trustee or Holder and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

32. Successors and Assigns: This Trust Deed and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and their successors and assigns (including, without limitation, each and every from time to time record owner of the Premises or any other person having an interest therein), and shall inure to the benefit of Trustee and Holder and their successors and assigns.

33. Governing Law/Provisions Severable: This Trust Deed shall be governed by the laws of the State of Illinois. If any provision hereof or the application of any such provision to

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persons or circumstances shall be declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof or the application of such provision to other persons or circumstances shall not be affected thereby.

34. Waiver of Defense: No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid to the party interposing the same in an action at law upon the Note.

35. Time of Essence: Time is of the essence of the Note, this Trust Deed, and any other document evidencing or securing the Indebtedness Hereby Secured.

36. Captions and Pronouns: The captions and headings used herein are for convenience only, and are not to be construed as confining or limiting in any way and scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

37. Notices: Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof be certified or equivalent mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may by notice in writing designate for itself, shall constitute service of notice hereunder three (3) business day after the mailing thereof;

if to Mortgagor, c/o Aljinovic & Perisin, Ltd.
204 South LaSalle Street
Suite 2089
Chicago, Illinois 60604

if to Holder, c/o Louis Auslander
6222 West North Avenue
Chicago, Illinois 60639

Any such notice may be served by personal delivery thereof to the other party which delivery shall constitute service of notice hereunder on the date of such delivery.

38. Release/Payment of Fees: Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence of full payment of all Indebtedness Hereby Secured. Trustee shall be entitled to reasonable compensation for any act or service performed under the provision hereof, including release of this Trust Deed, in accordance with its rate schedule therein effect. Mortgagor shall pay any fee charged by Trustee for releasing this Trust Deed.

IN WITNESS WHEREOF, Mortgagor has caused this Trust Deed to be duly signed, sealed and delivered the day and year first written above.

767855

Identification No. _____
CHICAGO TITLE AND TRUST COMPANY, Trustee
BY [Signature]
Assistant Secretary

[Signature]
JANKO SOPCIC

[Signature]
MARICA SOPCIC

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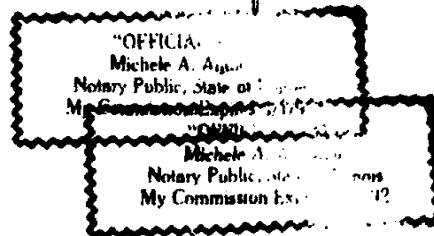
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MICHELE A. ALJINOVIC, a Notary Public, in and for said County in the State aforesaid, do hereby certify that JANKO SOPCIC and MARICA SOPCIC, his wife, 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 for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of July, 1991.

Michele A. Aljinovic
Notary Public

Commission Expires 3/1/92.



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10/10/2011

EXHIBIT "A"

LEGAL DESCRIPTION
6814-24 South Jeffery
Chicago, Illinois

PARCEL 1:

LOT 4 (EXCEPT THE NORTH 10 FEET THEREOF) AND LOT 5 AND LOT 6 IN BLOCK 8 IN JACKSON PARK HIGHLANDS IN THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR PASSAGE AND DRIVEWAY FOR ENTRANCE AND EXIT TO UPON, OVER AND ACROSS THE WEST 11 5/6 FEET OF LOTS 1, 2 AND 3 AND THE WEST 11 5/6 OF NORTH 10 FEET OF LOT 4 ALL IN BLOCK 8 AFORESAID AS CREATED BY AN INSTRUMENT DATED JANUARY 16, 1943 AND RECORDED JANUARY 19, 1943 AS DOCUMENT NUMBER 13019622 FROM CHICAGO CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1935 TO DAVID STOLARSKY AND HELEN STOLARSKY, HIS WIFE, IN COOK COUNTY, ILLINOIS.

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