

9288156

TRUST DEED

SECOND MORTGAGE FORM

MATTESON RIVER OAKS  
Matteson, Illinois Calumet City, Illinois

THIS TRUST DEED made this 10th day of September, 1992, 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 LaSalle Bank Matteson, an Illinois banking corporation, doing business and having its principal office in Matteson, Illinois, as Trustee, (hereinafter called "Trustee")

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

(\$ 10,000.00), 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 LaSalle Bank Matteson 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 April 1, 1993

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 repayment 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 10, 11, 12 and 13 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 Lying East of the Railroad East of the Third Principal Meridian, in Cook County, Illinois

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PTN: 30-30-402-004, 005, 006, 007

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COOK COUNTY RECORDER

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 by Mortgagor and 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) Dorothy Bartczak

(Address) 1701 River Oaks Drive

Calumet City, Illinois 60409

#27.00E

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Of priority to the extent permitted by applicable law, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order including, without limitation, all items set forth in this section. All other items which, under the terms hereof, constitute indebtedness secured hereunder shall be paid in the order set forth in this section, but only to the extent of the amount of the Note, less Unearned

1. Payment of Indebtedness. Mortgagee shall promptly pay when due each item 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 Mortgagee to be performed and observed.
2. First Mortgage.
  - (a) Mortgagee 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 Mortgagee. The first mortgage or the trust deed and holder of the First Mortgage Note are hereinafter collectively called the "First Mortgage".
  - (b) Mortgagee 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) Mortgagee shall promptly furnish to holder of the Note copies of all notices received from First Mortgagee regarding the First Mortgage Note or First Mortgage.
3. Preservation of Premises. Lender, Mortgagee 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 erect on upon the Premises; (d) make no substantial repairs, 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 ten 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 First Mortgage; (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 (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. Mortgagee shall pay all general and special taxes, general and special assessments, water charges, sewer charges and other charges, fees, 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. Mortgagee shall promptly furnish to holder of the Note all notices of amounts due under this paragraph, and upon request, Mortgagee shall deliver to holder of the Note receipts evidencing such payments. To prevent default hereunder, Mortgagee shall pay in full under protest, in the manner provided by law, any Taxes that Mortgagee may desire to contest.
6. Insurance.
  - (a) At all times, Mortgagee shall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the greater of the amount of eighty percent (80%) 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 damage where holder of the Note is required by law to have its collateral so insured, and hazards included within the term "extended coverage", and for such periods as holder of the Note may require. The insurer providing such insurance may be chosen by Mortgagee subject to holder of the Note's right to refuse, for reasonable cause, to accept any insurer offered by Mortgagee. All insurance policies and renewals thereof shall be in form acceptable to holder of the Note, shall include a standard mortgage clause or endorsement in form acceptable to holder of the Note in favor of and with loss payable to Trustee for the benefit of holder of the Note, shall provide that in no event shall such policy be cancelled without at least ten (10) days prior written notice to holder of the Note, and shall be delivered to holder of the Note, appropriate 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, Mortgagee 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, Mortgagee covenants to sign upon demand all receipts, vouchers and releases and to execute any instrument required to be signed by the insurer or the insurance company. Holder of the Note 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 Mortgagee in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the Premises prior to the sale or 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 Mortgagee's Obligations. If Mortgagee 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 bankruptcy herein required of Mortgagee in any form and manner deemed expedient to Trustee or holder of the Note, and may, but shall not be required to, make any payment or appearance or perform any act 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 Mortgagee 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 or in satisfaction of the Note, or tender from any tax sale or foreclosure affecting the Premises or compromise or settle any lien, encumbrance, suit, title or claim thereof, or tender from any tax sale or foreclosure affecting the Premises or consent any tax or assessment. Neither Trustee nor holder of the Note shall incur any liability because of anything that it may do or omit to do hereunder. Inaction of Trustee or holder of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee. In making any payment, in the amount 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 Mortgagee, 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 Mortgagee. Such application of condemnation compensation shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.
- 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, reorganization, receivership, or any other insolvency is filed by or against Mortgagee, or any of them, or if Mortgagee, or any of them, shall make any assignment for the benefit of creditors; (d) if the Premises be placed under the control or custody of any court; (e) if Mortgagee abandons the Premises; (f) if any state, county, city or town, or any other governmental authority, or any other person, shall be appointed receiver, liquidator, assignee, trustee, or any other officer of the state or of the county, city or town, or any other governmental authority, or any other person, in respect to the Premises; (g) if Mortgagee, or any other person, shall be appointed receiver, liquidator, assignee, trustee, or any other officer of the state or of the county, city or town, or any other governmental authority, or any other person, in respect to the Premises; (h) if Mortgagee, or any other person, shall be appointed receiver, liquidator, assignee, trustee, or any other officer of the state or of the county, city or town, or any other governmental authority, or any other person, in respect to the Premises; (i) if Mortgagee, or any other person, shall be appointed receiver, liquidator, assignee, trustee, or any other officer of the state or of the county, city or town, or any other governmental authority, or any other person, in respect to the Premises; (j) if Mortgagee, or any other person, shall be appointed receiver, liquidator, assignee, trustee, or any other officer of the state or of the county, city or town, or any other governmental authority, or any other person, in respect to the Premises; (k) if Mortgagee, or any other person, shall be appointed receiver, liquidator, assignee, trustee, or any other officer of the state or of the county, city or town, or any other governmental authority, or any other person, in respect to the Premises; 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(x) if Mortgagee, or any other person, shall be appointed receiver, liquidator, assignee, trustee, or any other officer of the state or of the county, city or town, or any other governmental authority, or any other person, in respect to the Premises; (y) if Mortgagee, or any other person, shall be appointed receiver, liquidator, assignee, trustee, or any other officer of the state or of the county, city or town, or any other governmental authority, or any other person, in respect to the Premises; (z) if Mortgagee, or any other person, shall be appointed receiver, liquidator, assignee, trustee, or any other officer of the state or of the county, city or town, or any other governmental authority, or any other person, in respect to the Premises.
- Foreclosure. When the indebtedness secured hereby, or any part thereof, shall become due, whether by acceleration or otherwise, and is not paid in accordance with the terms as herein and in the Note provided, or by law or in equity conferred, in any of the ways herein provided, and to exercise any right, power or remedy as herein or in the Note provided, or by law or in equity conferred, in any of the ways herein provided, there shall be allowed and included as additional indebtedness in the Note for sale to be suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the Note 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, trustee's fees, appraiser's fees, expenses for documentary and expert evidence, stenographers' charges, 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 at any sale which may be had pursuant to such decree, the true condition of the title to or the value of the Premises. To the extent permitted by applicable law, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable by Mortgagee.
- Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order including, without limitation, all items set forth in this section. All other items which, under the terms hereof, constitute indebtedness secured hereunder shall be paid in the order set forth in this section, but only to the extent of the amount of the Note, less Unearned

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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, Notary has executed and delivered this Trust Deed on the day and year first above written.

By: Charles F. Gill  
President  
By: John E. Gill  
Vice President

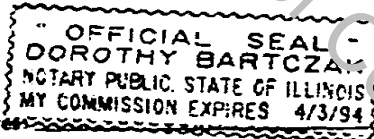
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

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 10th day of September, 1992



Dorothy Bartczak  
Notary Public

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

### IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY LASALLE BANK MATTESON, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

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

LaSalle Bank Matteson, Trustee.

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

MAIL TO:

LaSalle Bank Matteson  
1701 River Oaks Drive  
Calumet City, Illinois 60409

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

2859 Bernice Road  
Chicago, Illinois 60638

Place in Recorder's Office  
Box Number \_\_\_\_\_

92688156

