



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 4, 19 92 between ANTHONY M. MEIER and GLEN A. DEPKE

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE HUNDRED

SIXTY TWO THOUSAND (\$162,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 1, 1992 on the balance of principal remaining from time to time unpaid at the rate of 10% percent per annum in instalments (including principal and interest) as follows:

initially (\$1,377.79) ONE THOUSAND THREE HUNDRED SEVENTY-SEVEN 79/100 Dollars or more on the 1st day of October 19 92 and ONE THOUSAND THREE HUNDRED SEVENTY SEVEN Dollars or more on the 1st day of each month thereafter with 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, 2000. 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 at the rate of see rider per annum, and all of said principal and interest being made payable at such banking house or trust company in Palos Hills 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 Alex and Marina Sintetas in said City.

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOTS 21, 22, 23 AND 24 IN BLOCK 1 IN SECOND ADDITIN TO CLEARING BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT STREET RAILWAY RIGHT OF WAY SCHOOL DEPT-01 RECORDING SHEET 13422 TRAN 8562 09/17/92 11:19:00 9350 + A *-92-689596 COOK COUNTY RECORDER

**see attached Rider to Trust Deed

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, door coverings, ladder beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Glen A. Depke [SEAL] ANTHONY M. MEIER [SEAL]

STATE OF ILLINOIS, I, Nicholas C. Syregeelas, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Glen A. Depke and Anthony M. Meier

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

OFFICIAL SEAL NICHOLAS C. SYREGEELAS Notary Public, State of Illinois My Commission Expires 5/12/93

4th day of September 19 92. Notary Public

1 Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance company of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; all in compliance satisfactory to the holder of the note, under insurance policy payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

2. Mortgagee shall pay before any partial or full payment is made to the holder of the note, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, at purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim therefor, or redeem from any tax sale or foreclosure or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or holders of the note to protect the mortgagee's interest shall be made a part of the indebtedness secured hereby and shall become immediately due and payable without a grace and with interest thereon at a rate equal to the post maturity rate set forth in the note securing this trust deed. If any, otherwise the pre maturity rate set forth in the note shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

3. The Trustee or the holder 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 or estimate of any tax, assessment, sale, foreclosure, tax lien or title or claim therefor, without obtaining or causing the approval of the public office without inquiry into the accuracy of such bill, statement or estimate.

4. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other obligation of the Mortgagee hereon contained, become due and payable (a) immediately in the case of default in the making payment of any other obligation of the Mortgagee hereon contained, or (b) when default shall occur and continue for three days in the performance of any other obligation of the Mortgagee hereon contained.

5. When the indebtedness hereby secured shall become due and payable, there shall be allowed and included as additional indebtedness in 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 sale all expenses and charges which may be paid or incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, appraisers' fees, notaries' fees, and other expenses, and expert witnesses, charges, publication costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such 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 to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree so condition of the title to the satisfaction of the lender, and all other expenses and charges of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note or rate set forth in the note securing this trust deed. If any, otherwise the pre maturity rate set forth in the note shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other obligation of the Mortgagee hereon contained, become due and payable (a) immediately in the case of default in the making payment of any other obligation of the Mortgagee hereon contained, or (b) when default shall occur and continue for three days in the performance of any other obligation of the Mortgagee hereon contained.

7. The proceeds of any foreclosure sale of the premises shall be distributed as follows: first, to the holder of the note, or account of all costs 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 then unpaid on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

8. Upon, or at any time after the filing of a bill to foreclose a 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 of Mortgagee. The receiver shall have power to take possession of the premises, to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full period of redemption, whether there be redemption or not, as well as during any further terms when Mortgagee, except for the full period of redemption, would be entitled to collect 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 or part of said period. The receiver from time to time may authorize the receiver to apply the net income from the premises in whole or in part of: (a) the amount of any deficiency, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become a lien hereon or of such decree, provided such application is made prior to the foreclosure sale; (b) the deficiency in case of a sale and deficiency. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening in an action at law upon the note hereby secured.

9. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

10. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power herein given expressly or impliedly by the terms hereof, nor shall Trustee be liable for any act or omissions hereunder, except in case of its own gross negligence or intentional or that of the agents or employees of Trustee, and it may require evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing all its indebtedness hereby secured, which has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor Trustee, such successor Trustee may accept as the genuine note herein described any note which bears an identification number, purporting to be placed thereon by a prior Trustee hereunder or which conforms with the description herein contained of the note and which purports to be placed thereon by a prior Trustee hereunder as the makers thereof; and where the release is requested of the original Trustee and it has never placed its identification number on 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 by the person herein designated as the makers thereof.

11. Trustee may resign 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.

12. This Trust Deed and all provisions hereof, and all provisions hereof, shall be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

13. Before releasing this trust deed, Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed.

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, HEREIN THE TRUST DEED IS FILED FOR RECORD.

Identification No. 7777

BY [Signature]
 CHICAGO TITLE AND TRUST COMPANY,
 Assistant Secretary/Assistant Vice President

MAIL TO: Nicholas C. Sygejal
180 N. LaSalle 5-1800
Chicago 90 IL 60601

PLACE IN RECORDER'S OFFICE BOX NUMBER 5752

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
5752 W. 63rd St. S.D.

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RIDER ATTACHED TO AND MADE A PART OF
A TRUST DEED DATED SEPTEMBER 4, 1992 EXECUTED
BY THE UNDERSIGNED IN THE AMOUNT OF ONE
HUNDRED SIXTY TWO THOUSAND AND NO/100
(\$162,000.00) DOLLARS.

1. In the event of any inconsistencies between the terms of the Rider and the provisions as contained in the printed portion of said Trust Deed, the terms of this Rider shall prevail and be deemed to have superseded said printed portion to the extent that such inconsistency may exist.

2. The interest rate shall increase annually by 0.5% from the initial rate of 10% per annum on September 1, 1993, and every year thereafter on September 1st for the term of the Note. This Note shall be amortized over 30 years with annual monthly payments of principal and interest as follows:

				<u>Monthly Payment</u>
October 1, 1992	10.0%	per annum		\$ 1,377.79
" " 1993	10.5	" "		\$ 1,428.86
" " 1994	11.0%	" "		\$ 1,480.00
" " 1995	11.5%	" "		\$ 1,533.48
" " 1996	12.0%	" "		\$ 1,586.95
" " 1997	12.5%	" "		\$ 1,641.12
" " 1998	13.0%	" "		\$ 1,695.95
" " 1999	13.5%	" "		\$ 1,807.44
" " 2000	14.0%	" "		\$ 1,864.00

Payments shall be due and payable commencing October 1, 1992, and on the first day of each consecutive month thereafter with a final "balloon" payment of the unpaid principal balance and interest due on September 1, 2001.

THIS NOTE MAY NOT BE PREPAID IN WHOLE OR IN PART PRIOR TO SEPTEMBER 1, 1997.

3. All payments on account of the indebtedness represented by the Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installment of principal not paid when due shall bear interest after maturity at the rate of 18% per annum or 5% above the interest rate then in effect hereunder whichever is greater, but in no event less than 18% per annum, on such principal balance (the "Default Interest Rate"). Payee shall be entitled to receive payment of all interest accruing hereon subsequent to the filing of a petition or the taking of any other action commencing a bankruptcy reorganization, arrangement or other similar proceeding on which would accrue, but for such proceeding or action.

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4. The Mortgagor will pay when due and before any penalty attached, 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 interest therein, or the Indebtedness hereby secured, or any obligation or agreement secured hereby; and Mortgagor will, upon written request, furnish to the Mortgagee duplicate receipts therefor, or in the alternative;

(b) In addition to the payment provided for in the Trust Deed to which this Rider is attached, the Mortgagor agree to pay to the Mortgagee (also referred to as Holder of the Note), if the Holder so requests, on each monthly payment date, a sum equal to one-twelfth (1/12) of the annual assessment cost charged against said premises, and of the annual premium for insurance carried in connection with said mortgage. Said Holder shall use such funds annually for the payment of said costs, and if not sufficient, the Mortgagor shall pay such deficiency. Said Holder shall not be required to inquire into the validity or accuracy of any of said taxes, assessments or premiums, and shall not be required to advance sums in excess of the deposit of the Mortgagor. Said Holder shall not incur any personal liability for anything which it may do, or omit to do, in connection therewith.

5. Mortgagors are not to execute Leases for the premises in question, during the period the Note is unpaid, nor assign or sublet existing leases if any, without the written consent of the Mortgagee and approval by Mortgagee of the terms of said lease.

6. The Mortgagor will insure and keep insured the Premises and each and every part and parcel thereof against such perils and hazards as the Mortgagee may from time to time require, and in any event including:

(a) Insurance against loss to the Improvements caused by fire, lightning and risks covered by the so-called "all perils" endorsement and such other risks as the Mortgagee may reasonably require, in amounts (but in no event less than the initial stated principal amount of the Note) equal to the full replacement value of the Improvements, plus the costs of debris removal, with full replacement cost endorsement;

(b) Comprehensive general public liability insurance against bodily injury and property damage in anyway arising in connection with the Premises with such limits as the Mortgagee may reasonably require and in any event not less than \$1,000,000.00 single limit coverage;

(c) During the making of any alterations or improvements to the Premises (i) insurance covering claims based on the owner's contingent liability not covered by the insurance provided in subsection (b) above; (ii) Workmen's compensation insurance

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covering all persons engaged in making such alterations or improvements; and (iii) builder's risk insurance complete form;

(d) Federal Flood Insurance in the maximum obtainable amount up to the amount of indebtedness hereby secured evidenced by the Note, if the Premises is in a "flood plain area" as defined by the Federal Administration pursuant to the Federal Blood Disaster Protection Act of 1973, as amended;

(e) If any part of the Premises is now or hereafter used for the sale of dispensing of beer, wine, spirits or any other alcoholic beverages, so-called "Dram Shop" or "Innkeeper's Liability" insurance against claims or liability arising directly or indirectly to persons or property on account of such sale or dispensing of beer, wine, spirits or other alcoholic beverages, including in such coverage loss of means of support, all in amounts as may be required by law or as the Mortgagee may specify, but in no event less than \$2,000,000.00 single limit coverage.

7. All policies of insurance to be maintained and provided as required by Section 6 hereof shall be as follows:

(a) be in forms, companies having a Best Insurance Guide rating of A+ or A and are licensed to transact business in the State of Illinois and amounts reasonably satisfactory to Mortgagee, and all policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to Mortgagee;

(b) contain endorsements that no act or negligence of the insured or any occupant and no occupancy or use of the Premises for purposes more hazardous than permitted by the terms of the policies will affect the validity or enforceability of such policies as against Mortgagee;

(c) be written in amounts sufficient to prevent Mortgagor from becoming a co-insurer; and

(d) provide for thirty (30) days prior written notice of cancellation or material modification to Mortgagee.

Mortgagor will deliver all policies, and including additional and renewal policies to Mortgagee, and in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration.

8. In the event ownership of the Real Estate is transferred or a contract, agreement or articles of agreement for deed or for assignment of beneficial interest is entered into by the then legal owner of the legal title to or beneficial interest in the land trust holding legal title to the Real Estate, or a lease for all or substantially all of the Real Estate is entered into containing

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an option to purchase the Real Estate or a right of first refusal as to the Real Estate, then in any of the foregoing events and at the election of the holder of the Installment Note which the Trust secures and the Trust Deed, the entire then remaining principal balance and any accrued interest thereon shall, upon said election, thereupon automatically become due and payable in full.

9. It shall be an immediate event of default and default hereunder if, without the prior written consent of the Mortgagee, any of the following shall occur:

(a) If the Mortgagor shall create, contract for, commit to or consent to or shall suffer or permit any transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein, except only sales or other disposition of 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;

(b) If the Mortgagor is a corporation, or if any corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, contract for, commit to or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation.

(c) If the Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee Mortgagor is a partnership or joint venture, then if any general partner or joint venturer in such partnership or joint venture shall create, consent to, suffer or permit any sale, assignment, transfer lien, pledge, mortgage, security interest or other encumbrance or alienation of any partnership interest or joint venture interest, as the case may be, of such partner or joint venturer; or

The provisions of this Section 9 shall be operative with respect to, and shall be bind upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in encumbrance upon the Premises, or such beneficial interest in, share of stock of or partnership or joint venture interest in the Mortgagor or any beneficiary of Trustee Mortgagor. Then in any of the foregoing events, and at the election of the holder of the Installment Note which the Trust secures and the Trust Deed, the entire then remaining principal balance and any accrued interest thereon shall, upon said election, thereupon immediately become due and payable in full.

10. The Mortgagor hereby expressly waive any and all rights

of redemption from sale under any order of decree of foreclosure of this Mortgage, on their own behalf and on behalf of each and every person, excepting only decree or judgment creditors of the Mortgagor acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the Mortgagor, and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the Illinois Statutes.

11. This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State in which the Premises is located (herein called the "Code") with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate and the personal property used in the business shown on the attached hereto as Exhibit "A" plus any replacement or additions (all herein called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage 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 Section 11 shall not limit the generality or applicability of any other provisions of this Mortgage but shall be in addition thereto;

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

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

(c) The Collateral will be kept at the Real Estate and will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the Code) by Mortgagor or any other person; and the Collateral may be affixed to such Real Estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are the Mortgagor and Mortgagee.

(e) No financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor will at its own cost and expense, upon demand, furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statements and other documents in form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee 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

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adverse liens or encumbrances, and the 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 filing or recording is deemed by the Mortgagee to be necessary or desirable.

(f) The remedies of the Mortgagee hereunder are cumulative and the exercise of anyone or more of the remedies provided for herein or under the code shall not be construed as a waiver of the other remedies of the Mortgagee, 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 the Section shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

12. After being first duly sworn, Mortgagor and its officers on oath depose and say:

(a) That Mortgagor has applied for a business loan with the Mortgagee in the amount of ONE HUNDRED SIXTY TWO THOUSAND AND NO/100 (\$162,000.00) DOLLARS;

(b) That the nature of the Mortgagor's business will be as follow: own, and operate commercial real estate and the operation of fast food restaurant business;

(c) That the purpose of the loan is as follows: business loan;

(d) That the proceeds from the loan if granted, will be used solely to carry on or acquire said business and realty;

(e) That the loan is a business loan within purview of paragraph 6404(c) of Chapter 17 of the Illinois Revised Statutes, and is exempt from the disclosure requirements of the federal Truth-In-Lending Act, 15 U.S.C. 1601 et seq. and the regulations promulgated thereunder; and

(f) That Mortgagor fully understand that the Mortgagee is relying on the representations herein made in making its determination to grant said loan.

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13. All payments are due on or before the 1st day of each month and shall be subject to alate charge of 5% of amount of any installment not received within 10 days of the due date.

14. Until future notice to the contrary, any and all payments due pursuant to this Note and Trust Deed shall be mailed or delivered as follows:

Mr. Alex Sintetas and/or
Ms. Marina Sintetas
8165 Valley Drive
Palos Hills, Illinois 60465

Executed this 4 day of September, 1992 at Chicago, IL.

Mortgagors:

Anthony M. Meier
Anthony M. Meier

Glen A. Depke
Glen A. Depke

Cook County Clerk's Office

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