

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:

MIDLOTHIAN STATE BANK  
3737 W 147th STREET  
MIDLOTHIAN, IL 60445-0805

WHEN RECORDED MAIL TO:

MIDLOTHIAN STATE BANK  
3737 W 147th STREET  
MIDLOTHIAN, IL 60445-0805

DEPT-01 RECORDING \$29.50  
T#5555 TRAN 4437 12/28/92 09:54:00  
#8256 + \*-92-973404  
COOK COUNTY RECORDER

SEND TAX NOTICES TO:

MICHAEL B. SKLAR and VIVIENNE SKLAR  
8456 N ST. LOUIS AVE.  
SKOKIE, IL 60076

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## DEED OF TRUST

THIS DEED OF TRUST IS DATED DECEMBER 14, 1992, among MICHAEL B. SKLAR and VIVIENNE SKLAR, HIS WIFE, whose address is 8456 N ST. LOUIS AVE., SKOKIE, IL 60076 (referred to below as "Grantor"); MIDLOTHIAN STATE BANK, whose address is 3737 W 147th STREET, MIDLOTHIAN, IL 60445-0805 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and MIDLOTHIAN STATE BANK, whose address is 3737 W 147th STREET MIDLOTHIAN, IL 6044 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in inlets with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 39 (EXCEPT THE S 10 FEET THEREOF) AND ALL OF LOT 40 IN BLOCK 2 IN NORTH SIDE REALTY COMPANY'S DEMPSTER GOLF COURSE SUBDIVISION, IN THE NE 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8456 N ST. LOUIS AVE., SKOKIE, IL 60076. The Real Property tax identification number is 10-23-220-054.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means MIDLOTHIAN STATE BANK, its successors and assigns. MIDLOTHIAN STATE BANK also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Deed of Trust.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation MICHAEL B. SKLAR and VIVIENNE SKLAR.

Guarantor. The word "Guarantor" means and includes without limitation, any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, add-ons and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means MIDLOTHIAN STATE BANK, its successors and assigns.

Note. The word "Note" means the Note dated December 14, 1992, in the principal amount of \$16,100.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The currently scheduled final payment of principal and interest on the Note will be due on or before December 14, 2002. The maturity date of the Deed of Trust is December 14, 2002.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means MIDLOTHIAN STATE BANK and any substitute or successor trustee.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Rights To Control.** Statutorily prohibited from interfering in the operation of any business, an owner shall not be entitled to control or direct the management of his business as a result of nonpayment. Statutorily prohibited from interfering in the operation of any business, an owner shall not be entitled to control or direct the management of his business as a result of nonpayment.

Complainants' interests and to inspect the Property for purposes of Grantees' compliance with the terms and conditions of this Deed of Trust.

of Trust and shall not be affected by Lenders' acquisition of any interest in the Property, whether by foreclosure or otherwise. Nutritive, Waste, Odorous, Chemical, or any nuisance nor communi, permit, or suffer any trespass of waste on or to the property of any person, or the generalty of the foregoing. Grantee will not remove, or grant to any other party, the right to remove, any oil, gas, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender. Removal of improvements, structures, fixtures, or equipment shall not diminish the value of the Real Property without the prior written consent of Lender. Remedial or corrective measures may be required to remove any improvements, fixtures, or equipment which have been installed in violation of applicable laws, rules, regulations, or permits. Such removal shall not diminish the value of the Real Property without the prior written consent of Lender. Such removal of improvements, fixtures, or equipment which have been installed in violation of applicable laws, rules, regulations, or permits, shall not diminish the value of the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, fixtures, or equipment, Grantee to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Heard of Tuts!, still have the same measurings as set forth in the Comprehensive Environmental Response, Compensation, and Recovery Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-49 (SARA), and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq. (RCRA), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-49 (SARA), or other applicable statute or Federal laws, rules, regulations, and permits, without limitation and without regard to any of the foregoing. The term "hazardous wastes" means wastes that are solid wastes, liquid wastes, sludge wastes, and sharps wastes, which contain hazardous substances, such as lead, asbestos, mercury, polychlorinated biphenyls, and perfluorinated products of any type, or any combination thereof.

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insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust; to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement, if any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Deed of Trust, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will: (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either: (i) the term of any applicable insurance policy or, (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Deed of Trust.

**Existing Lien.** The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to TALMAN FEDERAL SAVINGS AND LOAN CHICAGO. The existing obligation has a current principal balance of approximately \$14,500.00 and is in the original principal amount of \$36,800.00. The obligation has the following payment terms: monthly installments of principal and interest. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**Default.** If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Deed of Trust shall become immediately due and payable, and this Deed of Trust shall be in default.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to

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Attorneys' Fees: Expenses, if Lender institutes any suit or action to enforce the terms of this Deed or to exercise any of its remedies, recover such sum as the court may award, plus attorney's fees necessary at any time to the protection of its interest or the enforcement of its rights. Lender shall be entitled to deduct all expenses payable on demand and shall bear interest at the Note rate from the date of payment until paid, plus reasonable attorney's fees which in Lender's opinion are necessary at any time to the protection of its interest or the enforcement of its rights. Such expenses incurred by Lender shall be deducted as attorney's fees, plus any costs of action to enforce the terms of this Deed or to exercise any of its remedies.

WERS AND DISLIGATIONS OF TRUSTEE. The following provisions relating to the powers and disabilities of Trustee are part of this Deed of Trust:

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this Section.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Real Property:

- (a) join in the written resolution of trustees of other associations affecting this Deed or the interests of Lender under this Deed.
- (b) join in granting any easement or creating any restriction on the Real Property.
- (c) join in any syndication or other agreement affecting this Deed or the interests of Lender under this Deed.

Including the following actions of trustees of other associations affecting this Deed or the Real Property:

- (a) join in the written resolution of trustees of other associations affecting this Deed or the Real Property.
- (b) join in granting any easement or creating any restriction on the Real Property.

Debts and Liens. Trustee shall not be obligated to notify any other party of a pending suit under any other trust deed or loan, or of any action or proceedings to modify, terminate, renew, or extend the term of this Deed, or to proceed in any manner in which Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Successor Trustee. If Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an order made by judicial procedure, in such case in accordance with and under the applicable law.

Trustee to All or Any Party. The Trustee shall have the right to exercise all of its rights and duties under this Deed to all or any party to it, including the right to sue and collect judgment against any person who has received notice of the existence of this Deed.

Trustee Shall Meet a Quorum. A quorum shall meet to transact business at any time when the right to do so is exercised by the Trustee.

Successor Trustee Appointed by Lender. In the event that the Trustee dies, becomes incompetent, or is removed, or for any other reason ceases to be able to act, or if any party to this Deed fails to appear at a meeting of the Trustee, the right to do so may be exercised by the Trustee.

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DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Credit Agreement:

DEBTOR OF INDEBTEDNESS. Failure of Grantor to make any payment when due on the indebtedness.

DETENTION OF OTHER PAYMENTS. Failure of Grantor within the time required by this Credit Agreement to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

COMPLIANCE DEFAULT. Failure to comply with any other term, obligation, covenant or condition contained in this Credit Agreement or in any of the Related Documents.

DEFECTS. Any deficiency in presentation of statement made or furnished to Lender by or on behalf of Grantor under this Credit Agreement.

DEFECTS IN DOCUMENTS. Failure of Grantor to make any material representation or statement of facts in any material respect.

INTEGRITY. The insolvency of Grantor, bankruptcy of Insolvency Laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going concern (if Grantor is a business). Except to the extent prohibited by federal law or otherwise, the Credit Agreement will not be affected by such events.

GRANTOR'S AGREEMENT. Any provision of this Credit Agreement which purports to limit the liability of Grantor under this Credit Agreement, including without limitation any agreement concerning any indebtedness of other obligors to Lender, whether or not of later date.

EVENTS AFFECTING GUARANTOR. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness of such Guarantor



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To:

By:

Beneficiary:

Date:

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust, to cancel the Note described by the terms of this Deed of Trust which is delivered to you together with this Deed of Trust, and to pursue to recoverability of the principal and interest due and owing to you under this Deed of Trust. Please make the recordable copy available to the parties described by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust, and to recoveryability of the principal and interest due and owing to you under this Deed of Trust.

Trustee

(To be used only when obligors have been paid in full)

## REQUEST FOR FULL RECONVEYANCE

(Continued)

## DEED OF TRUST

Loan No 978172-61