

769444

92135070

TRUST DEED

UNOFFICIAL COPY



THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made March 2, 1992 between LaSalle National Trust, N.A. as successor Trustee to LaSalle National Bank as successor trustee to Exchange National Bank of Chicago as trustee U/T #10-3613009 dated November 2, 1979, hereinafter referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY an Illinois corporation doing business in Chicago, Illinois, hereinafter referred to as TRUSTEE witnesseth

THAT WHEREAS the Mortgagor is justly indebted to the legal holder or 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 **Four Hundred and Fifty Five Thousand (\$455,000.00)** Dollars

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

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from **March 2, 1992** on the balance of principal remaining from time to time unpaid at the rate of **11%** per cent per annum in installments (including principal and interest) as follows: **Five Thousand One Hundred Seventy One and 53/100 (\$5,171.53)**

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED February 25, 1992 **UNDER TRUST NO.** 10-36130-09

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 10-36130-09 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given in evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

2998

92135070

Form XK0133
5-1-90

769444

In Witness Whereof, the Board of Directors of the Trustee has caused this Instrument to be signed by its duly authorized officers and its corporate seal hereunto to be hereunto set and its corporate seal hereunto to be hereunto set and its corporate seal hereunto to be hereunto set

Directors

LaSalle National Trust, N.A. as successor Trustee to LaSalle National Bank as successor trustee to Exchange National Bank of Chicago, as Trustee U/T 10-3613009 AND NOT PERSONALLY BY [Signature] Assistant Secretary

CORPORATE SEAL

STATE OF ILLINOIS
County of Cook

Honorary Certificate

Notary Public in and for said County of Cook, State of Illinois DO HEREBY CERTIFY THAT [Signature] Assistant Secretary

Notary Public in and for said County of Cook, State of Illinois DO HEREBY CERTIFY THAT [Signature] Assistant Secretary

GIVEN under my hand and seal of said State of Illinois this 25th day of February 1992

73-113-124 82

CTS, Zawacki

92135070

UNOFFICIAL COPY

4845 Greenleaf

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS ABOVE
DESCRIBE PROPERTY HERE

PREPARED BY:
Gerald Eisen and Associates, Ltd
123 South Northwest Highway,
Park Ridge, IL 60068

MAIL TO:

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTRUMENT NOT BEING FILED IN THE
PUBLIC RECORDS UNTIL AFTER THE FIRST DEED IS FILED FOR
RECORD

Identification No. 769114
Gerald Eisen and Associates, Ltd
Assistant Secretary
Trustee

1 Mortgagee shall keep all buildings and improvements on said premises insured against loss of damage by the lightning or
 2 Mortgagee shall keep all buildings and improvements on said premises insured against loss of damage by the lightning or
 3 Mortgagee shall keep all buildings and improvements on said premises insured against loss of damage by the lightning or
 4 In case of default, Trustee or holders of the note may, but need not, make any payment or perform any act hereunder required of
 Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior
 mortgages, if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim thereof, or redemptory or other tax sale
 insurance, if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim thereof, or redemptory or other tax sale
 5 The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according
 to any bill, warrant or estimate provided from the appropriate public utility without inquiry into the accuracy of such bill, statement or estimate or
 into the validity of any assessment, sale, forfeiture, lien or other claim thereof.
 6 Mortgagee shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the
 option of the holders of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in
 hereof contained, be deemed to be due and payable (a) immediately in the case of default in making payment of any installment of
 principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee
 7 When the indebtedness hereby secured shall become due whether by acceptance or otherwise, holders of the note or Trustee shall have the right to
 foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all
 expenses and costs of the foreclosure, including the fees, charges, publication costs and costs (which may be estimated as to items to be
 expended after entry of the decree) of preparing all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates,
 and similar data and assurances with respect to the title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or
 to evidence to lenders at any sale which may be had pursuant to such decree the true condition of the title to the property, all expenses, all unpaid
 taxes and expenses of the nature in this paragraph mentioned shall become due and payable to the holder of the note in full at the time of the sale and
 such amount shall be paid to the holder of the note in full at the time of the sale and such amount shall be paid to the holder of the note in full at the time of the sale
 Such appointment may be made either before or after the sale without notice to the holder of the note, and without regard to whether the same shall be then occupied as a homestead or not and
 the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents and profits of said premises during the
 pendency of such receivership suit and in case of a sale and a deficiency, then the last said receiver, whether there be redemption or not,
 not as well as during any further sales when Mortgagee, except in the case of a sale and a deficiency, then the last said receiver, whether there be redemption or not,
 profits and all other powers which may be necessary or expedient to carry out the purposes of this instrument, and the receiver shall have the right to collect the rents and profits of said premises during the
 pendency of such receivership suit and in case of a sale and a deficiency, then the last said receiver, whether there be redemption or not,
 premises during the pendency of such receivership suit and in case of a sale and a deficiency, then the last said receiver, whether there be redemption or not,
 whole or in part of (a) the indebtedness secured hereby, or by any other instrument, or (b) any special assessment or other lien which
 may be hereon imposed to the benefit of such debt, provided such application is made prior to the date of the sale of the property in case of a
 sale and a deficiency.
 10 The action for the enforcement of the lien of any mortgage hereunder shall be subject to the provisions of this instrument and shall be subject to the
 party may bring same in an action at law upon the note hereof.
 11 Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that
 purpose.
 12 Trustee has no duty to examine the title hereon, existence or condition of the premises, or to inquire into the validity of the signature or the
 identity, capacity, or authority of the signatories on the note hereof, nor shall Trustee be liable for any acts or omissions hereunder, except in case of its own gross
 negligence or misconduct or that of the agents or employees of Trustee, and it may require independent title insurance to protect itself in case of its own gross
 negligence or misconduct.
 13 Trustee shall release this Trust Deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness
 secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall effect
 before or after maturity, representation Trustee may accept as true without inquiry. Where a release is requested of a successor Trustee, or a successor Trustee may accept as the
 genuine note hereof described any note which bears an identification number purporting to be placed thereon by a Trustee hereunder or which con-
 tains in substance with the description herein contained of the original Trustee and which purports to be executed on behalf of the corporation hereinafter designated
 as the maker thereof, and 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 hereof described any note which may be presented and which contains in substance with the description herein
 contained of the note and which purports to be executed on behalf of the corporation hereinafter designated as the maker thereof.
 14 Trustee may cause by instrument in writing filed in the office of the Recorder of Deeds in the County of Cook, Illinois, in which the instrument shall have been
 recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds in the County of Cook, Illinois, to designate a Trustee,
 15 The Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee,
 and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof,
 whether or not such persons shall have executed the note or the Trust Deed. The word "note" when used in this instrument shall be construed to mean
 "note" when more than one is issued.
 16 The mortgagee hereby waives any and all rights of redemption from sale under any order of decree of foreclosure of this Trust Deed, on its own
 behalf and on behalf of each and every person, except a lender or judgment creditor of the mortgagee, acquiring any interest in or title to the premises
 subsequent to the date of this Trust Deed.
 17 Before releasing this Trust Deed, Trustee or successors shall receive for its services a fee as determined by its rate schedule in effect when this Trust
 Deed is issued. Trustee or successors 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.

020527



CTEC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made March 2, 1992 between LaSalle National Trust, N.A. as successor Trustee to LaSalle National Bank as successor trustee to Exchange National Bank of Chicago as Trustee U/T #10-3613009 dated November 2, 1979, hereinafter referred to as "Mortgagor" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, hereinafter referred to as TRUSTEE, witnesseth:

THAT WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being hereinafter referred to as Holders of the Note, in the principal sum of **Four Hundred and Fifty Five Thousand (\$455,000.00)**-----Dollars

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARR R

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from **March 2, 1992** on the balance of principal remaining from time to time unpaid at the rate of **11%** per cent per annum in

instalments (including principal and interest) as follows: **Five Thousand One Hundred Seventy One and 53/100 (\$5,171.53)**-----Dollars

Dollars or more on the **1st** day of **April** 19**92** and **Five Thousand One Hundred Seventy one and 53/100 (\$5,171.53)**-----Dollars

Dollars or more on the **1st** day of each **Month** thereafter until said note is fully paid except that the final payment of principal and interest, if not so made, shall be due on the **1st** day of **March** 2007. 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 **15%** per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in **Des Plaines, 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 **Giuseppe and Maria Anzaldi 1571 Elmhurst Road, Des Plaines, IL** in said City.

NOW THEREFORE, the Mortgagor 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 therein contained, by the Mortgagor to be performed and also in consideration of the sum of One Dollar in hand paid to the receipt whereof is hereby acknowledged, does by this present CONVEY and WARRANT unto the Trustee its heirs, assigns and assigns, the heirs and assigns of legal estate, all of its right, title and interest, in the following and being in the **Village of Lincolnwood COOK COUNTY Cook AND STATE OF ILLINOIS** to-wit:

- Parcel 1. THE EAST 10 FEET OF LOT 53 ALL OF LOT 54 AND WEST 10 FEET OF LOT 55 IN FIRST ADDITION TO CICERO AVENUE HIGHLANDS SUBDIVISION OF EAST 1/2 OF NORTHEAST 1/2 OF NORTHEAST 1/2 IN FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT WEST 290.26 FEET EAST 456.26 FEET OF NORTH 1/2 OF EAST 1/2 OF NORTHEAST 1/2 OF SAID FRACTIONAL SECTION) IN COOK COUNTY, ILLINOIS.
Parcel 2. THE NORTH 1/2 OF THE VACATED EAST-WEST ALLEY LYING SOUTH OF AND ADJOINING THE EAST 10 FEET OF LOTS 53, ALL OF LOT 54, AND THE WEST 10 FEET OF LOT 55 IN FIRST ADDITION TO CICERO AVENUE HIGHLANDS SUBDIVISION IN FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is intended to be held as the premises... TOGETHER with all improvements, easements, covenants, restrictions, and appurtenances thereto... TO HAVE AND TO HOLD the premises, together with the said Tenures, Hereditaments and appurtenances thereto, unto the heirs and assigns of the Mortgagor.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 of the foregoing instrument of this trust deed are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its heirs and assigns.

In Witness Whereof, said Company has caused its corporate seal to be hereunto affixed and the same executed, signed by a Vice President and attested by its Assistant Secretary, on this day and year first above written, pursuant to authority lawfully conferred upon it by its Board of Directors.

Said resolutions together provide that the mortgagor, from and after the date of recording of this deed, shall be held to be the corporate act of the LaSalle National Trust, N.A. as successor Trustee to LaSalle National Bank as successor trustee to Exchange National Bank of Chicago, as Trustee U/T 10-3613009 AND NOT PERSONALLY BY [Signature] Assistant Secretary

SEAL OF ILLINOIS, County of Cook, Notary Public in and for said County, and County of the State of Illinois DO HEREBY CERTIFY THAT [Signature] Assistant Vice President of the [Signature] Assistant Secretary

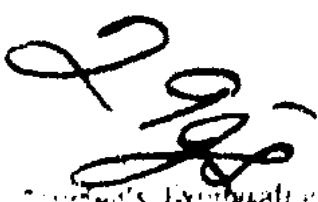
GIVEN under my hand and Notarial Seal this 7th day of March 1992 [Signature] Notary Public

73-43-929 82

0731 ZAWACKI

92135076

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED Feb 14 1982 UNDER TRUST NO. LA 81-100-03



This Mortgage or Trust Deed in the nature of a mortgage is executed by LA
SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No.
LA 81-100-03 in the exercise of the power and authority conferred upon and vested
in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants
that it possesses full power and authority to execute the Instrument) and it
is expressly understood and agreed that nothing contained herein or in the
note, or in any other instrument given to evidence the indebtedness secured
hereby shall be construed as creating any liability on the part of said
mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to
pay said note or any interest that may accrue thereon, or any indebtedness
accruing hereunder, or to perform any covenant, either express or implied,
herein contained, all such liability, if any, being hereby expressly waived by
the mortgagee or Trustee under said Trust Deed, the legal owners or holders of
the note, and by every person now or hereafter claiming any right or security
hereunder; and that so far as the mortgagor or grantor and said LA SALLE
NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note
and the owner or owners of any indebtedness accruing hereunder shall look
solely to the premises hereby mortgaged or conveyed for the payment thereof by
the enforcement of the lien created in the manner herein and in said note
provided or by action to enforce the personal liability of the guarantor or
guarantors, if any. Trustee does not warrant, indemnify, defend title nor is
it responsible for any environmental damage.

UNOFFICIAL COPY

RIDER TO TRUST DEED AND NOTE DATED THE 28 DAY
OF FEBRUARY, 1992 BETWEEN LASALLE NATIONAL BANK, N.A. AS SUCCESSOR
and CHICAGO TITLE AND TRUST
COMPANY, TRUSTEE TRUSTEE

NOTWITHSTANDING, the terms and conditions set forth on the Trust Deed and Note to which this Rider is attached, the following terms and conditions shall be added to and be construed as part of the Trust Deed and where there is a variance, the following conditions and stipulations shall control.

1. The mortgagors agree that this Trust Deed and Note shall not be assigned, nor its obligations assumed, by any other party except in the case of devise and descent or by reason of death by one or the other party, and that no interest in the real estate shall be assigned, conveyed, sold, whether by land contract or otherwise nor transferred to a land trust, nor shall any beneficial ownership of any land trust be sold, transferred, conveyed, hypothecated or sold on an installment basis in the manner of a contract sale without first obtaining the written consent of the holders of the Note. It is further agreed that in the event of a breach of this Agreement, the holders of the Note shall have the right to accelerate all payments due under said Note and declare an immediate default by taking such action in any court of competent jurisdiction without further notice to the mortgagors hereunder maintaining such actions or combinations thereof in law and equity as may be available to the mortgagors, whether under the provisions of this Trust Deed or otherwise.

2. The mortgagors shall cause the ^{land} holder, and parties in interest insured under the mortgage protection provisions of the fire insurance and liability policy to be obtained by mortgagors in reasonable amounts and terms required by mortgagee.

3. The mortgagors shall deposit Three months of tax escrow at closing for real estate taxes with mortgagee. The mortgagors shall also deposit with each payment the sum of 1/12th of the annual real estate taxes. This amount shall be adjusted to reflect any increase in the tax bill. The mortgagors shall promptly make up any deficiency in the tax reserve held by mortgagee. The mortgagee shall hold the tax reserve and all deposits of tax payments as escrow for the benefit of the mortgagors. It shall be the responsibility of the mortgagor to submit the real estate tax bill to the mortgagee for payment. Upon payment and receipt of the bill, the mortgagee shall submit the bill to the mortgagors. All payments of real estate taxes by the mortgagor shall be deemed as part of the payment of principal and interest and default in the payment of a real estate tax installment shall be as a default in payment of principal and interest. (Applies only to restaurant property) (Paragraphs 2 and 3)

4. The mortgagors shall have a grace period of ⁽¹⁰⁾ days from the due date hereunder in which to make payments of principal and interest and taxes to the mortgagee. Thereafter, the interest shall increase pursuant to the Trust Deed on the principal balance unpaid. The mortgagee may accept any lesser amount, but such acceptance shall not cause a waiver or an estoppel of any rights that are given the mortgagee for any subsequent payments.

5. The balance of principal due thereunder may be prepaid at any time with penalty. No prepayment shall relieve the mortgagor from the next payment due hereunder of principal and interest. Any prepayment shall be first applied to unpaid interest to the date of prepayment and then to principal. No prepayment shall operate to reduce the payments provided for herein. The prepayment penalty shall be 2% on the amount of payment made within a calendar year above 20% of principle.

6. The mortgagors have this date executed two notes totalling \$605,000.00 which are secured by two trust deeds and a security agreement and agree that any default on either one shall constitute a default on all of said obligations.

769444

1992 MAR 3 PM 4:03

92135070

92135070

UNOFFICIAL COPY

7. A late charge in the amount of Three (3%) per cent of any monthly payment due hereunder will be assessed for any payment received after the due date.

8. The proceeds of the loan herein constitute a business loan and the mortgagors hereby release and waive all rights under the homestead laws of this state and also waive all rights of redemption to the extent allowed by law.

9. All payments shall be deemed "late" unless paid when due or within an applicable grace period.

10. Each and every provision of the Trust Deed (and Rider attached) is herewith incorporated by reference and made a part of the INSTALLMENT NOTE and agreed to by the MORTGAGORS herein and shall inure to the benefit of the heirs, successors and assigns of the lenders of this instrument as if the same had been specifically set forth under the terms of the instrument.

11. That this Trust Deed will be maintained as a valid junior mortgage and mortgagors will not permit any lien, security interest to attach to said property.

12. Any proceeds of condemnation will first be used to reduce the note obligation herein.

13. If any act hereunder by one party requires the execution of any documents or papers by the other party, the other party shall cooperate to that end and execute all such documents and papers.

LASALLE NATIONAL BANK N.A. AS SUCCESSOR TRUSTEE

MORTGAGORS

[Handwritten signature]

[Handwritten signature]

MORTGAGEES

769444