



THIS INDENTURE, made September 1, 1993, between COMMUNITY SAVINGS BANK, a corporation of Illinois, not personally but as trustee under trust #LT 816 dated August 26, 1993, a corporation organized under the laws of State of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein 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 sixty-four thousand and no/100 ----- (\$464,000.00) ----- 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 September 1, 1993 on the balance of principal remaining from time to time unpaid at the rate of nine (9) per cent per annum in instalments (including principal and interest) as follows:

three thousand, seven hundred and thirty-three and 45/100 ----- (\$3,733.45) ----- Dollars or more on the first day of October, 1993 and three thousand, seven hundred and thirty-three and 45/100 ----- (\$3,733.45) ----- Dollars or more on the first day of each month thereafter until said note is fully paid except that the final payment principal and interest, if not sooner paid, shall be due on the first day of September, 2003. 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 nine (9) per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Cook County, 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 Dr. Roman Walczynski, 9856 Lauren Ave., Niles, Illinois 60714

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 herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS,

EXHIBIT A SEE LEGAL ATTACHED HERETO. SEE RIDER ATTACHED HERETO.

Permanent Index No. of Parcel 1: 13-09-331-012 : DEPT-01 RECORDING \$35.00  
 : T#0000 TRAN 4358 10/13/93 11:27:00  
 Permanent Index No. of Parcel 2: 13-09-331-012 : \*3352 + \*93-818845  
 : COOK COUNTY RECORDER  
 Address of property - Parcel 1: 5300-5314 W. Lawrence Ave., Chicago, Ill. 60630  
 Address of property - Parcel 2: 4818 North Lipps Avenue, Chicago, Ill. 60630

Document prepared by Jonah Rosenberg, 39 S. LaSalle, Ste. 1015, Chicago, Ill. 60603, which, with the property hereinafter described, is referred to herein as the "promises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto bearing and all rents, issues and profits thereof for so long and during all such times as Mortgagor 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, floor coverings, inador 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 mortgagor or its 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.

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 Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its COMMUNITY SAVINGS BANK not personally, but as trustee (as per exoneration clause contained in rider to trust deed dated 9/1/93) Katherine R. Swanson Assistant Vice President

CORPORATE SEAL

ATTEST: *[Signature]* Assistant Secretary

STATE OF ILLINOIS, } SS a. Joyce B. Petersen  
 County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
 Katherine R. Swanson Assistant Vice President of the COMMUNITY SAVINGS BANK  
 and Barbara Kostelancik Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary is custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as Secretary at his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes

"OFFICIAL SEAL" JOYCE B. PETERSEN Notary Public, State of Illinois My Commission Expires 1-14-93

GIVEN under my hand and Notarial Seal this 3rd day of September, 1993. *[Signature]* NOTARY PUBLIC

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Exhibit "A"

## LEGAL DESCRIPTION

LOTS 6 AND 7 AND ALL THAT OF LOT 5 LYING SOUTHWESTERLY AND SOUTHEASTERLY OF A LINE BEGINNING AT A POINT THE NORTHEASTERLY LINE OF SAID LOT 5 A DISTANCE OF 35 FEET SOUTH FROM THE NORTH CORNER OF SAID LOT 5 AND MEASURED ALONG THE NORTHEASTERLY LINE OF SAID LOT, THENCE SOUTHWESTERLY ALONG A LINE THAT IS 35 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF LOT 5 A DISTANCE OF 70 FEET; THENCE IN A WESTERLY DIRECTION A DISTANCE OF 60 FEET MORE OR LESS TO A POINT IN THE SOUTHWESTERLY LINE OF LOT 5, THAT IS 11 FEET SOUTHEASTERLY OF THE WEST CORNER OF LOT 5 ALL IN BLOCK 41 IN THE VILLAGE OF JEFFERSON IN THE EAST 1/2 OF THE SOUTH WEST 1/4 (SOUTH OF THE INDIAN BOUNDARY LINE) IN SECTION 9, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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AND

THAT PART OF LOT 5 IN BLOCK 41 IN VILLAGE OF JEFFERSON IN THE EAST 1/2 OF THE SOUTH WEST 1/4 (SOUTH OF THE INDIAN BOUNDARY LINE) OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF SAID LOT 5; RUNNING THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOT 5, A DISTANCE OF 35 FEET; THENCE SOUTHWESTERLY ALONG A LINE THAT IS 35 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF LOT 5, A DISTANCE OF 70 FEET; THENCE IN A WESTERLY DIRECTION OF 60 FEET MORE OR LESS TO A POINT IN THE SOUTHWESTERLY LINE OF LOT 5 THAT IS 11 FEET SOUTHEASTERLY OF THE WEST CORNER OF LOT 5; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 5, A DISTANCE OF 11 FEET TO THE WEST CORNER OF LOT 5; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 5, A DISTANCE OF 125 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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RIDER TO TRUST DEED DATED SEPTEMBER 1, 1993 BETWEEN  
COMMUNITY SAVINGS BANK AS TRUSTEE ("MORTGAGOR") AND  
CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE ("TRUSTEE"),  
IN THE PRINCIPAL SUM OF \$464,000.00

1. Mortgagor shall keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, tornado, windstorm and extended coverage perils and such other hazards as may reasonably be required by TRUSTEE or holders of the Note, including, without limitation on the generality of the foregoing, insurance whenever in the opinion of TRUSTEE or holders of the Note such protection is necessary and is available from an agency of the United States of America. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as TRUSTEE or holders of the Note may require. All policies of insurance to be furnished hereunder shall be in form, conditions and amounts satisfactory to TRUSTEE or holders of the Note, with mortgage clauses attached to all policies in favor of and in form satisfactory to TRUSTEE or holders of the Note, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days prior written notice to TRUSTEE or holders of the Note. Mortgagor shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, to TRUSTEE or holders of the Note, and in the case of insurance about to expire, shall deliver renewal policies, not less than thirty (30) days prior to their respective dates of expiration.

2. In the event of a default by any of the provisions contained in this mortgage or in the Note, TRUSTEE or holders of the Note may at their option, without being required to do so, apply any moneys at the time on deposit pursuant to any provision of this mortgage, as any one or more of the same may be applicable, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as TRUSTEE or holders of the Note may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held to be irrevocably applied by the depository for the purposes for which they are made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that neither TRUSTEE or holders of the Note nor said depository shall be liable for any failure to apply to the payment of taxes and assessments or insurance premiums any amount so deposited unless Mortgagor, which not in default hereunder, shall have requested said depository in writing to make application of such funds to the payment of the particular taxes or assessments or the payment of the particular insurance premiums as the case may be for payment of which they were deposited, accompanied by the bills for such taxes and assessments or insurance premiums.

3. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by TRUSTEE or holders of the Note, notwithstanding such extension, variation or release.

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4. To further secure the indebtedness secured hereby, Mortgagor hereby sells, assigns and transfers unto TRUSTEE or holders of the Note all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by TRUSTEE or holders of the Note under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder, to TRUSTEE or holders of the Note. Mortgagor hereby irrevocably appoints TRUSTEE or holders of the Note his true and lawful attorney in his name and stead to rent, lease or let all or any portion of the premises to any party or parties at such rental and upon such terms as said TRUSTEE or holders of the Note shall, in their discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements written or verbal, or other tenancy existing or which may hereafter exist on the premises, with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as TRUSTEE or holders of the Note would have upon taking possession pursuant to the provisions of paragraph 2 hereof.

Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than one installment in advance and that the payment of none of the rent to accrue for any portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of set off against any person in possession of any portion of the premises. Mortgagor agrees that he will not assign any of the rents or profits of the premises, except to a purchaser or grantee of the premises.

Nothing herein contained shall be construed as constituting TRUSTEE or holders of the Note a mortgagee in possession in the absence of the taking of actual possession of the premises by TRUSTEE or holders of the Note. In the exercise of the powers herein granted TRUSTEE or holders of the Note, no liability shall be asserted or enforced against TRUSTEE or holders of the Note, all such liability being expressly waived and released by Mortgagor.

Mortgagor further agrees to assign and transfer to TRUSTEE or holders of the Note all future leases upon all or any part of the premises and to execute and deliver, at the request of TRUSTEE or holders of the Note, all such further assurances and assignments in the premises as TRUSTEE or holders of the Note shall from time to time require.

Although it is the intention of the parties that the assignment contained in this paragraph 4 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the TRUSTEE or holders of the Note shall not exercise any of the rights or powers conferred upon them by this paragraph until a default shall exist under this mortgage or the Note.

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5. If all or any part of the property or any interest therein is sold, assigned, transferred, further mortgaged, granted by a deed of trust, pledged, disposed of, or encumbered by Mortgagor without the prior written consent of the holders of the Note, except for transfer by death, the holders of the Note may at their option, declare all of the sums secured by this Trust Deed to be immediately due and payable. If holders of the Note exercise this right to accelerate, holders of the Note shall mail to Mortgagor notice thereof, and such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Mortgagor must pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, holders of the Note may, without further notice or demand, invoke any remedy permitted under the terms of this Trust Deed and Rider, or of the laws of the State of Illinois, in the event of default by the Mortgagor.

6. If (a) default be made for ten (10) days in the due and punctual payment of the Note, or any installment due in accordance with the terms hereof, either of principal or interest, or (b) Mortgagor shall file a petition in voluntary bankruptcy or under Chapter X, XI, XII of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay their debts, or fail to obtain a vacation or stay of involuntary proceedings within ten (10) days, as hereinafter provided, or (c) Mortgagor shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for Mortgagor or for all of his property or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of the property of Mortgagor or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days, or (d) Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing their inability to pay their debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of their property or the major part thereof, or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions heretofore or hereinafter contained, required to be kept or performed or observed by Mortgagor and the same shall continue for 30 days after service of notice by the holders of the Note to Mortgagor, then and in every such case, the whole of said principal sum hereby secured shall, at once, at the option of holders of the Note, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor, except as provided for in clause (e) of this paragraph 6.

7. The Mortgagor hereby covenants and agrees that he shall not at any time insist upon or plead, or in any manner whatever claim or take advantage of, any stay, exemption or extension law, including, but not by way of limitation, any Homestead Exemption law, or any so-called "Moratorium law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or auction thereof to be made pursuant to any provisions herein contained, or to exercise,

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Judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the Premises or sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. The Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its 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 or beneficial interest in Mortgage 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 provisions of applicable law or replacement statutes. The Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power and remedy as though no such law or laws had been made or enacted. Mortgagor agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action upon the Note.

8. The principal obligation hereunder constitutes a business loan pursuant to Ch. 17, 6404(c), Illinois Revised Statutes.

9. If any conflict is deemed and noted to exist between the preprinted paragraphs of the Trust Deed and Note and any contained in this Rider, then such conflict shall be resolved in favor of the paragraph(s) in this Rider.

10. This Document is subject to and shall be governed by the laws of the State of Illinois.

11. This Rider to Trust Deed is executed by the Community Savings Bank as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account thereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any, being expressly waived and released by the mortgagor or the holder or holders of said Note and by all persons claiming by through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that the Community Savings Bank, individually, or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants, or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property, and this instrument shall not be construed as an admission to the contrary.

12. The undersigned shall have the privilege of prepaying this Note in whole or in part without penalty or charge.

13. The Note which secures this Trust Deed is hereby made a part hereof

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and is incorporated herein by reference.

14. In the event Mortgagor defaults in payment as described in paragraph 6(a) hereof under the terms of the Note and/or Trust Deed, TRUSTEE or holders of the Note shall give Mortgagor written notice thereof and Mortgagor shall have 30 days from date of mailing of said notice by certified mail to cure said default. If the Note and Trust Deed are not cured, the full balance shall become immediately due and payable.

15. The Trust Deed is executed by Community Savings Bank, an Illinois corporation not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Community Savings Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Community Savings Bank personally to pay the 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, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said Community Savings Bank personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

16. This Rider and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Rider. The word "Note", when used in this instrument shall be construed to mean "Notes" when more than one note is used.

Dated at Chicago, Illinois, this 3rd day of September, A.D. 1993.

COMMUNITY SAVINGS BANK, an Illinois corporation, not personally, but as Trustee as aforesaid,

BY: Katherine D. Swanson  
Asst. Vice President

ATTEST: [Signature]  
Asst. Secretary

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