



TRUST DEED

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Loan No. 10735

COOK COUNTY, ILLINOIS

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THIS INDENTURE, made March 23, 1993, between

FRANK EDELEN, Divorced and Not Since Remarried

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

SIXTEEN THOUSAND (\$16,000.00) and NO/100 Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF NICHOLAS GRIECO d/b/a MAJESTIC EAGLE INVESTMENT COMPANY

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 23, 1993 on the balance of principal remaining from time to time unpaid at the rate of 1 per cent per annum in instalments (including principal and interest) as follows: As specified in the Note

Dollars or more on the day of 19 and Dollars or more on the day of each thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner, shall be due on the day of 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 3 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 Majestic Eagle Investment Company, 2700 River Road, Des Plaines, Illinois 60018

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:

PARCEL 1: LOTS 1, 10, 11 AND 12 AND THE EAST 1/2 OF THE ALLEY VACATED BY ORDINANCE RECORDED MAY 13, 1960 AS DOCUMENT NO. 17854175 LYING WEST OF AND ADJOINING LOT 1 AND THE WEST 1/2 OF THE ALLEY LYING EAST OF AND ADJOINING LOTS 10, 11, AND 12 IN M. J. DUNNE'S SUBDIVISION OF LOT 51 IN ORIGINAL TOWN OF BRIGHTON IN THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 1/2 OF VACATED CAMPBELL AVENUE AS VACATED BY ORDINANCE RECORDED MARCH 10, 1972 AS DOCUMENT 21833115, LYING EAST OF AND ADJOINING SAID LOT 1 IN M. J. DUNNE'S SUBDIVISION OF LOT 51 IN ORIGINAL TOWN OF BRIGHTON IN THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Commonly known as 3725 S. Maplewood, Chicago, IL 60632 P.I.N. 16-36-420-003, 004 16-36-420-042

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged or mortgaged 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, 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 in full 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. Frank Edelen [SEAL]

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Frank Edelen, Divorced and Not Since Remarried

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Notary Public, State of Illinois, Commission Expires 12/16/95. Given under my hand and Notarial Seal this 23rd day of March 1993. Notary Public





RIDER TO TRUST DEED AND NOTE DATED THE  
23RD DAY OF MARCH, 1993 BETWEEN FRANK EDELEN AND  
NICHOLAS GRIECO, d/b/a MAJESTIC EAGLE INVESTMENT COMPANY  
AND CHICAGO TITLE AND TRUST COMPANY, AS 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 Note and where there is a variance, the following conditions and stipulations shall control.

RELEASE AND WAIVER OF HOMESTEAD AND EQUITY OF REDEMPTION.

1. The Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois, all rights to retain possession of the Property after any default in payment or breach of any of the obligations, covenants, undertakings or agreements herein or in the Note contained, and any and all rights of redemptions from sale under any order or decree of foreclosure of this Trust Deed on behalf of itself and all persons beneficially or otherwise interested therein and each and every person, except decree and judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Property. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Trust Deed, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. The Mortgagor represents that it has been and is authorized and empowered to execute the foregoing waivers and releases.

THE SUBJECT PROPERTY IS NOT HOMESTEAD PROPERTY.

REPRESENTATION AS TO BUSINESS LOAN.

2. The Mortgagor warrants and agrees that the proceeds of the loan evidenced by the Note and secured by this Trust Deed will be used for business purposes as specified in any and all appropriate Chapter(s) of the Illinois Revised Statutes and that the principal obligation secured hereby constitutes a business loan which comes within the purview of the appropriate section of said statute.

EVENT OF DEFAULT

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3. If any one or more of the following events shall occur (hereinafter called an "Event of Default"): (i) default shall be made in the punctual payment of any installment hereunder when due; or (ii) any statement, application or supporting financial statement furnished Lender by the undersigned shall be found to be false in any material respect; or (iii) default shall be made in the punctual payment or performance of any other obligation or promise to Lender of the undersigned or any third party acting as guarantor or granting a security interest or mortgage to secure this note; or (iv) the undersigned, or any of them, shall become insolvent, or shall be unable to pay debts as they mature, or shall make an assignment for the benefit of creditors, or shall file or commence or have filed or commenced against the undersigned any proceedings for any relief under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extensions, or a receiver or trustee shall be appointed for the undersigned; or (v) the undersigned, or any of them, or any guarantor shall die; or (vi) Lender shall deem itself insecure, for any reason whatsoever, then, upon the occurrence of any such event, this note shall, at the option of Lender, become immediately due and payable without presentment, demand, notice, or protest of any kind, all of which are expressly waived by the undersigned. Each of the undersigned agrees to pay all costs of collection, legal expenses, and attorneys' and paralegals' fees and expenses incurred or paid by the legal holder in collecting this note after the occurrence of an Event of Default.

PAYMENT OF PAY TAXES, ETC.

4. That Mortgagor will pay, or cause to be paid, when due and payable by Mortgagor:

(a) all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which shall become payable with respect thereto or with respect to the occupancy, use or charges are levied directly or indirectly (hereinafter collectively called the "Impositions").

Within ten days after demand therefor, Mortgagor shall deliver to Holder of the Note the original or a photostatic copy of the official receipt evidencing payment of Impositions or other proof of payment satisfactory to Holder of the Note. Failure of Mortgagor to deliver to Holder of the Note said receipts or to submit other proof satisfactory

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to Holder of the Note as aforesaid shall constitute a default hereunder.

(b) all other payments or charges required to be paid to comply with the terms and provisions of this Trust Deed and the Loan Agreement.

FUTURE LAWS.

5. That Mortgagor will promptly comply with, or cause compliance with, all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities having or claiming jurisdiction of or with respect to the Property or any portion thereof or the use or occupation thereof.

MAINTENANCE AND REPAIRS.

6. That Mortgagor will keep and maintain, the Property (including all buildings and improvements thereon and the sidewalks, plazas, and curbs abutting the same) in good order and condition and in a rentable and tenantable state of repair, and will make or cause to be made, as and when the same shall become necessary, all structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs and all maintenance necessary to the end. Furthermore, and without limiting the generality of the foregoing, Mortgagor will suffer no waste to any building. All repairs and maintenance required of Mortgagor shall be (in the reasonable opinion of the Holder of the Note) of first-class quality. Mortgagor shall have the right, at any time and from time to time, to remove and dispose of any equipment which may have become obsolete or unfit for use or which is no longer useful in the operation of any building or improvements, provided Mortgagor promptly replaces any such equipment so removed or disposed of with other equipment and fixtures, free of superior title, security interests, liens or claims, not necessarily of the same character, but of at least equal usefulness and quality.

SECURITY

7. To secure this Note and any and all extensions, substitutions, or renewals of it, and any other commercial indebtedness of the undersigned to Lender, including future advances of any kind or nature to any of the undersigned, the undersigned hereby grant(s) to Lender a security interest, pursuant to Article 9 of the Illinois Uniform Commercial Code or other applicable law, in all of the undersigned's business assets now owned or hereafter acquired and wheresoever located including, but not limited to, all present and future personal property consisting of fixtures, equipment, supplies, goods,

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inventory, accounts, general intangibles, notes, securities (other than margin stock), instruments, chattel paper, documents, records, leases and leasehold rights, and commissions, royalties, rents, or fees due or to become due, in connection with Debtor's business presently located at 3725 S. Maplewood, Chicago, Illinois 60632 and known as Frank Edelen d/b/a F & E Enterprises and any and all accessions, substitutions, proceeds (including insurance proceeds), interest, dividends, and distributions with respect to any of the foregoing.

In addition to the foregoing collateral this note is secured by the following:

- ( ) Property of the undersigned identified on Exhibit A hereto.
- (X) Mortgage or trust deed on property located at 3725 S. Maplewood, Chicago, Illinois 60632
- ( ) Assignment of the beneficial interest of Trust No. \_\_\_\_\_ of the \_\_\_\_\_ which holds title to property located at \_\_\_\_\_
- (X) Security Agreement dated March 23, 1993, of Sec. of State UCC Division covering property described in it.

The undersigned agrees to execute such financing statements, security agreements, mortgages, assignments, or other documents relating to the collateral as Lender may request to create, evidence, record, or perfect Lender's security interest granted hereby, and to pay all costs incurred by Lender in connection therewith. The undersigned hereby authorizes Lender to deduct such costs from the proceeds of this note.

In the event the indebtedness hereunder is a renewal, refinancing, extension or consolidation of pre-existing indebtedness of any of the undersigned to Lender then all collateral securing such pre-existing indebtedness shall continue to secure the indebtedness hereunder. The undersigned expressly acknowledge(s) and agree(s) that any prior filed financing statement or mortgage relating to collateral for indebtedness of any of the undersigned to Lender will continue to perfect Lender's security interest and lien granted to secure this note, including the following previously filed financing statement(s) and/or mortgage(s):

Not applicable in this instance.

COLLATERAL WARRANTIES AND COVENANTS.

8. The undersigned warrant and agree that they or the party

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granting Lender security interest or lien own one hundred per cent (100%) of the above described or referred to property (the "Collateral"), free and clear of all liens or encumbrances or claims of any other party except as disclosed on Exhibit B hereto; that they will not and will not permit anyone else to sell, transfer, or encumber any of the Collateral (except inventory in the ordinary course of business); that they will maintain the tangible Collateral against loss, theft, destruction, undue depreciation, and keep it in good working order and repair; that they will insure all tangible collateral for its full value, name Lender as an additional loss payee, and furnish Lender with proof thereof by endorsement which cannot be cancelled without ten (10) days advance written notice to Lender; that the undersigned will keep the Collateral at the business or other location(s) indicated above; that any of the undersigned, if a corporation, will maintain their corporate existence and good standing; that the undersigned will maintain and continuously conduct their or its business as it is presently being conducted; that the undersigned will comply with all laws to which they or their business is subject; that the undersigned shall pay all taxes and assessments on the Collateral when due; and that the undersigned shall permit Lender to inspect the Collateral and books and records relating thereto at any time during business hours.

#### TRANSFER OF COLLATERAL.

9. The right is expressly granted to Lender at his option to transfer at any time to itself or to its nominee any Collateral pledged hereunder and to receive the income thereon and hold the same as security or apply it on the principal or interest due hereon or due on any liability secured hereby. Lender shall use reasonable care in his physical custody of any collateral, but shall bear no responsibility for its protection, collection, or enforcement.

#### ADDITIONAL SECURITY

10. The undersigned and each of them agree Lender may at any time or times hereafter call for the deposit of additional security whenever it deems the value of Collateral insufficient to provide an adequate margin of security with respect to the indebtedness hereunder or whenever Lender reasonably deems itself insecure, and the undersigned and each of them agree, in either event, to immediately deposit security satisfactory to Lender.

#### PRESERVATION OF COLLATERAL.

11. The undersigned assume(s) full responsibility for preservation of the Collateral, including taking any steps necessary to preserve any right of the undersigned or Lender against prior parties and against any obligor under any such





Collateral, provided that Lender, may, at its option, whether or not his note is due, take action to enforce collection of all or any of the Collateral in its own name or in the name of any of the undersigned, and may, in its discretion discontinue any such action. Any action with regard to the Collateral taken by the Lender as the undersigned shall reasonably request shall be deemed reasonable care but no omission to take any action not requested by the undersigned shall of itself be deemed a failure to exercise reasonable care. In no event shall Lender be required to take any action unless first indemnified to its reasonable satisfaction by the undersigned against all cost and expense that may be incurred in taking such action.

COLLECTION OF COLLATERAL.

12. Collateral such as interest, proceeds, dividends, or other distributions, may, but need not, be collected, received and held by Lender, and to that end Lender at any time or from time to time, whether any of the indebtedness evidenced hereby be then due or not, and at the expense of the undersigned, may on behalf of the undersigned, endorse checks, notes, drafts, money orders, instruments, or other banking items or evidence of payment and transfer into its own name or into the name of his nominee, on the books of the issuer, any or all of the share of stock or other registered securities now or hereafter held as security for this note, thereafter exercising, at its option, all of the rights of a registered owner with respect thereto.

RIGHTS UPON DEFAULT.

13. Upon occurrence of an Event of Default, and at any time thereafter, in addition to all his other rights and remedies, Lender shall have all rights and remedies accorded a secured party under the Uniform Commercial Code of Illinois, including without limitation thereto, the right to sell or otherwise dispose of any or all of the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is a type customarily sold on a recognized market, Lender will send the undersigned reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed, postage prepaid, to the undersigned at the last address for the undersigned shown on Lender's records at least five (5) days before the time of the sale or disposition of said Collateral. Proceeds of Collateral after disposition or collection shall be applied first to the reasonable expenses of retaking, holding, preparing for sale, selling the Collateral, reasonable attorneys' and paralegals' fees and legal expenses incurred by Lender, then to interest, then to principal, with any overplus returned to the undersigned who shall remain jointly and severally liable for any deficiency.

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RELEASE OR RETENTION OF COLLATERAL.

14. The surrender of this note, upon payment or otherwise, to any of the undersigned, shall not affect the right of Lender to retain the Collateral provided by the undersigned for any other indebtedness of any of the undersigned to Lender. Lender may, at any time or times hereafter, without notice, and without liability for so doing, surrender this note and all or any of the property at any time held as Collateral hereunder to any one or more of the undersigned with or without requiring a substitute therefor, without thereby releasing or in any manner affecting the obligations of any of the undersigned, and without liability to any of the other undersigned.

PREPAYMENT.

15. The undersigned shall have the right to prepay this Note prior to the maturity date set forth herein, but upon exercising said right within the first eight (8) weeks, the undersigned shall pay an amount to the Holder of the Note as a privilege for prepayment equal to interest that would have been earned had this Note been prepaid immediately after twelve weeks from its date of issue minus the interest actually paid to the Holder of the Note at the time of prepayment.

The balance of principal due thereunder may be prepaid at any time thereafter without further penalty. No prepayment shall relieve the mortgagor from the next payment due hereunder of principal and/or 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, unless the payment is interest only

SALE, ASSIGNMENT, MORTGAGING OF PROPERTY.

16. That Mortgagor will not, without the prior written consent of Holder of Note, sell, assign, transfer, further mortgage, grant a deed of trust, pledge or otherwise dispose of or further encumber, whether by operation of law or otherwise, any or all of its interest in the Property and/or in the rents, issues or profits from the Property or allow a transfer or assignment of the beneficial interest in Mortgagor and any such sale, assignment, transfer, mortgage, deed of trust, pledge, change or other disposition or encumbrance made without Holder of Note's prior written consent shall be null and void and of no force and effect and the making thereof shall constitute a default under this mortgage.

PRIORITY OF LIEN--NOTICE OF PROCEEDINGS.

17. That this Trust Deed is and will be maintained as a valid

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first mortgage lien on the Property and that Mortgagor will not, directly or indirectly, create or suffer or permit to be created, or to stand against the Property, or any portion thereof, or against the rents, issues and profits therefrom, any lien (including any liens arising with respect to the payment of Impositions), security interest, encumbrance or charge prior to or upon a parity with the lien of this Trust Deed. Mortgagor will keep and maintain the Property free from all liens of persons supplying labor and materials entering into the construction, modification, repair or maintenance of any building or improvement. If any such liens shall be filed against the Property, Mortgagor agrees to discharge the same of record within thirty (30) days after the liens are filed or, if not filed, Mortgagor has notice thereof. In no event shall Mortgagor do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing of, or omission to do, which would impair the security of this mortgage.

#### CONDEMNATION.

18. Mortgagor agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the property by virtue of an exercise of the right of eminent domain by such authority, including any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the property, are hereby assigned to the Holder of Note; and the Holder of Note, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefor, and may, at the Holder of Note's election, use such proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, (2) use the same or any part thereof to fulfill any of the covenants contained herein as the Holder of Note may determine, (3) pay the same or any part to the Mortgagor to replace or restore the Property to a condition satisfactory to the Holder of Note on terms and conditions satisfactory to Holder of Note, or (4) release the same to the Mortgagor; and the Mortgagor hereby covenants and agrees to and with the Holder of Note, upon request by the Holder of Note, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the Holder of Note free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

#### ALTERATIONS, DEMOLITION, ETC.

19. That Mortgagor will not, and will not suffer or permit, any building or improvements to be removed or demolished or, subject to the provisions of the foregoing Article 5 on maintenance and

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repair, to be materially changed or altered without the prior written consent of Holder of Note to the proposed action as well as Holder of Note's prior written consent to the plans and specifications relating thereto and arrangements satisfactory to Holder of Note for payment and lien waivers.

#### INSURANCE.

20. In case of a loss payable under insurance for damage to or destruction of the Property, the right to adjust all claims under such insurance policies, and the application of the proceeds of any such claim, shall be assigned to Holder of Note. Mortgagor hereby assigns to Holder of Note all amounts recoverable under any policy. The amount collected by Holder of Note may, at the option of the Holder of Note, be used in any one or more of the following ways: (1) applied to the payment of any sums then in default to Holder of Note hereunder, (2) used to fulfill any of the covenants contained herein which the Mortgagor has failed to fulfill as the Holder of Note may determine, (3) unless the insurer denies liability to any insured, paid to Holder of Note to restore the Property to a condition satisfactory to the Holder of Note on such terms and conditions as Holder of Note may determine, (4) released to the Mortgagor provided that if any sums remain after satisfaction of items (1) (2) and (3) above, Holder of Note may, at its election, apply the same upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured.

#### NO WAIVER.

21. That a waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof or of the Note or any other documents given by Mortgagor to secure the Indebtedness, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Trust Deed and of such other documents shall survive and continue to remain in full force and effect. No delay or omission on the part of Lender in exercising any power or right hereunder shall impair such right or power or be construed to be a waiver of any default or any acquiescence therein.

#### NOTICES.

22. All notices, demands and requests given or required to be given by either party hereto the other party shall be in writing. All notices, demands and requests by Holder of Note to Mortgagor shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, addressed to

Mortgagor: Frank Edelen

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6801 S. 79th Ave.  
Bridgeview, Illinois 60455

or to such other address as Mortgagor may from time to time designate by written notice to Holder of Note given as herein required. All Notices, demands and requests by Mortgagor to Holder of Note shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, addressed to Mortgagee at:

Majestic Eagle Investment Company  
2700 River Road., Suite 205  
DesPlaines, IL 60018

or to such other address as Holder of Note may from time to time designate by written notice to Mortgagor. The date of proper mailing of said notice shall be deemed the date notice is given.

LOAN CHARGES.

23. If the loan secured by this Trust Deed and Note is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. The Holder of the Note may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

LEGISLATION AFFECTING LENDER'S RIGHTS.

24. If enactment or expiration of applicable laws has the effect of rendering any provisions of the Note or Trust Deed or Rider(s) unenforceable according to its terms, the Holder of the Note, at its option, may require immediate payment in full of all sums secured by the Note and Trust Deed and Rider(s) and may invoke any remedies permitted as specified in the Trust Deed, Note and Rider(s).

If Holder of the Note exercises this option, said Holder shall give Mortgagor notice of acceleration. The notice shall

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provide a period of no less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Trust Deed and Note. If Mortgagor fails to pay these sums prior to the expiration of this period, the Holder of the Note may invoke any remedies permitted by this Trust Deed without further notice or demand on Mortgagor.

GOVERNING LAW; SEVERABILITY.

25. The Trust Deed and Note and Rider(s) and Security Agreement shall be governed by the law of the State of Illinois as applicable to agreements made and to be wholly performed in the State of Illinois. In the event that any provision or clause of the Trust Deed and Note and Rider(s) and Security Agreement conflicts with applicable law, such conflict shall not affect other provisions of the Trust Deed or the Note and Rider(s) and Security Agreement which can be given effect without the conflicting provision. To this end the provisions of this Trust Deed and the Note and Security Agreement are declared to be severable.

LENDER IN POSSESSION.

26. Upon acceleration or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Holder of the Note (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Holder of the Note or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by the Trust Deed and Note and Rider(s).

POWER OF ATTORNEY.

27. The undersigned do(es) hereby constitute and appoint Lender the undersigned's true and lawful attorney with full power of substitution for the undersigned in the undersigned's name, place and stead; for the purposes of carrying out the provisions of this note and taking any action and executing any instrument which Lender may deem necessary to advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest.

PARAGRAPH HEADINGS.

28. The paragraph headings of the Trust Deed, Note and Rider(s) are for convenience only and are not intended to alter, limit or

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enlarge in any way the scope or meaning of the language hereof.

EXECUTION OF DOCUMENTS.

29. 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.

ATTORNEY'S FEES, ETC.

30. Mortgagor shall unconditionally indemnify and hold the Holder of the Note harmless from any and all fees, costs, charges and expenses which the Holder may incur in enforcing any of its rights and/or terms of the Trust Deed, Note and Assignment of Rents. This shall include but not be limited to fees, costs, charges and expenses incurred prior to the commencement of litigation.

DEFAULT CHARGES.

31. If an Event of Default occurs and Lender exercises his option to declare all amounts under this note immediately due and payable, Lender shall be entitled to: (1) all amounts owing at the time of default and acceleration; (2) interest on unpaid principal following the date of acceleration calculated at the rate stated above until payment in full is made; and (3) court costs, attorneys' and paralegals' fees, together with any other expenses of collection of any amounts owing or incurred in realization on any collateral.

INCORPORATION.

32. 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 bearers of this instrument as if the same had been specifically set forth under the terms of the instrument.

CONFESSION OF JUDGMENT.

33. TO FURTHER SECURE THE PAYMENT OF THIS NOTE, THE UNDERSIGNED HEREBY JOINTLY AND SEVERALLY IRREVOCABLY AUTHORIZE(S) ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR THEM, OR ANY ONE OR MORE OF THEM, IN SUCH COURT, IN TERM TIME OR VACATION, AT ANY TIME AFTER THE STATED OR ACCELERATED MATURITY HEREOF, AND CONFESS A JUDGMENT WITHOUT PROCESS AGAINST THEM, OR ANY ONE OR MORE OF THEM, IN FAVOR OF THE LEGAL HOLDER OF THIS NOTE, FOR SUCH SUM AS MAY APPEAR TO BE DUE AND UNPAID THEREON, TOGETHER WITH INTEREST, COSTS, AND REASONABLE ATTORNEYS' AND PARALEGALS' FEES AND EXPENSES, AND TO WAIVE AND RELEASE ALL ERRORS WHICH MAY INTERVENE IN SUCH PROCEEDINGS AND CONSENT TO IMMEDIATE EXECUTION UPON SUCH

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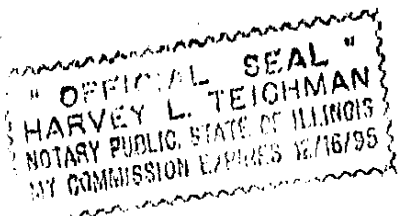
JUDGMENT, HEREBY RATIFYING AND CONFIRMING ALL THAT SAID ATTORNEY MAY DO BY VIRTUE HEREOF.

Frank Edelen  
Frank Edelen

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Frank Edelen, who is personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23 day of March, 1993.



Harvey L. Teichman  
Notary Public

Mail to and prepared by: Harvey L. Teichman  
Attorney at Law  
422 N. Northwest Highway, Suite 240  
Park Ridge, Illinois 60068

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