

UNOFFICIAL COPY

TRUST DEED  
INSTALLMENT  
VARIABLE RATE  
FIXED PAYMENT

93355515

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE April 2 1993, between  
FLEX WELD, INC., A CORPORATION OF DELAWARE

herein referred to as "Mortgagors," and

Harris Bank Barrington, National Association,

A National Banking Association doing business in Barrington, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to Harris Bank Barrington, National Association (herein referred to as Lender) under the Note hereinafter described, said Lender or the legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Two Hundred Eighty Seven Thousand Five Hundred Ninety Two and 37/100-----Dollars evidenced by one certain Note of the Mortgagors of even date herewith, made payable to Harris Bank Barrington, National Association and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$ 287,592.37 of principal, payable in 64 installments of \$ 5,530.00 each including interest beginning on May 2, 1993 and on the same day of each successive month thereafter and a final installment of the balance of unpaid principal and interest due on September 2, 1998. Interest on said note shall accrue at the rate of 12 1/2 % per annum in excess of the Lender's Prime Interest Rate from time to time in effect. All installment payments received on said note shall be applied first to the payment of interest accrued to the date the installment is paid and any amount remaining from an installment after application to interest shall be applied in reduction of unpaid principal. After maturity of the final installment, interest shall accrue at the rate of 9.25 % per annum, until paid in full. Interest on said note will be computed based upon a 360-day year for the actual number of days elapsed from date of disbursement until paid in full.

All of said principal and interest being made payable at such banking house or trust company in Barrington, 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 Harris Bank in said city, Barrington, National Association

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 hereby 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  
to wit

COUNTY OF Cook

AND STATE OF ILLINOIS

See attached Pledge.

DEPT-11 RECORD 7 \$25.50  
T40011 TRAN 2491 05/12/93 12:28:00  
#8863 # 1 \* -93-355515  
COOK COUNTY RECORDER

This is a First Mortgage

THIS INSTRUMENT WAS FILED BY  
HARRIS BANK OF BARRINGTON, ILL.  
241 S. OGDEN AVE.  
BARRINGTON, ILLINOIS 60010

06 34 410 003

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, attachments, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as Mortgagors may be entitled thereto (as hereinafter provided) and on a parity with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter thereon 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, a.s.ings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herein before required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or incurred from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith including attorneys' fees, and any other moneys advanced by Trustee, or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate on the note. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

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5. The Trustee or the holders of the note shall have the right to foreclose the lien hereof if the mortgagor fails to pay the principal and interest on the note as provided in the note or if the mortgagor fails to pay the taxes assessed against the premises...

6. Mortgagors shall pay each item of indebtedness as it becomes due and payable by the mortgagor. At the option of the holders of the note and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary, become due and payable immediately in the case of default in making payment of any installment of principal or interest on the note or if a default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration 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 expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title prior to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate on the note when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, or as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and apportioned in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the true value of the premises or 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, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency during the full statutory period of redemption whether there is redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed or any tax, special assessment or other lien which may be or become superior to the lien hereof of such decree provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party entering same in an action at law upon the note hereby secured.

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, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor 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 may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof 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, either before or after maturity of the note, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may, as accept of the genuine note hereon, exhibit any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in all respects with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. In order to provide for the payment of taxes, the undersigned premises to pay monthly in addition to the above payments, one-twelfth of the annual real estate taxes as estimated by the holder of said note, in such manner as the holder may prescribe, to apply for the current year, say obligation on the last day of each such year during the term of said obligation. The undersigned premises further to pay monthly, pro rata share of all assessments, future hazard insurance premiums, and any other charges that may accrue against the property securing said indebtedness. If the amount estimated to be sufficient to pay said taxes, insurance, assessments, and other charges is not sufficient, the undersigned premises to pay the difference upon demand. It is agreed that all such payments may, at the option of the holder of the note, be held in trust by it without earnings for the payment of such items, (2) be carried in a borrower's tax and insurance account and withdrawn by it to pay such items, or (3) be credited to the unpaid balance of said indebtedness as received, provided that the holder advances upon said obligation sums sufficient to pay such items as the same accrue and become payable. If such sums are held in trust or carried in a borrower's tax and insurance account, the same are hereby pledged together with any other account of the undersigned with the holder to further secure said indebtedness and any officer of the holder is authorized to withdraw the same and apply herein. The holder of said note is authorized to pay said items as charged or billed without further inquiry.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors, and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 Trust Deed, and shall if Mortgagor is a land trustee, specifically include, without limitation, the beneficiaries of such trust.

17. If all or any part of the Premises or an interest therein is sold or transferred by Mortgagors without prior written consent of the holder of the Note secured hereby (Holder) excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, that is not a purchase money security interest for household appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (c) the grant of a life estate, the holder of the Note shall have a right of first refusal to purchase. Holder may, at Holder's option, declare all the sums secured by this Mortgage to be immediately due and payable. Holder shall have a right of acceleration if prior to the sale or transfer, Holder and the person to whom the property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Holder and that the interest payable on the sums secured by this Mortgage shall be at such rate as Holder shall request. If Holder was granted the option to accelerate provided in this paragraph and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Holder, Holder shall release Mortgagor from all obligations under this Trust Deed.

If Holder exercises such option to accelerate, Holder shall mail notice of acceleration to Mortgagors, and if the Mortgagors shall have not more than thirty (30) days from the date the notice is mailed to them to pay the sums due and payable. If Mortgagors fail to pay such sums prior to the expiration of such period, Holder may, without further notice or demand on Mortgagors, invoke any remedies permitted by law.

Witness the hand and seal of Mortgagors the day and year first above written. FLEX WELD, INC., A DELAWARE CORPORATION (SEAL) Michael J. Kelly, President (SEAL) June M. Zminda (SEAL) STATE OF ILLINOIS

ss. a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Michael J. Kelly, President of Flex Weld, Inc. and Brian Kelly, Secretary of Flex Weld, Inc.

who are personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth, including the waiver of the right of homestead.

OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires 6/11/93

under my hand and Notarial Seal this 3rd day of April, A.D. 1993. June M. Zminda, Notary Public. My commission expires June 11, 1993.

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IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

The Note mentioned in the within Trust Deed has been identified herewith under Identification No. 180 5715 Harris Bank Barrington, National Association of Barrington, Il. as Trustee by Kaethe Pastorino, Commercial Loans

NAME Harris Bank Barrington, STREET National Association 201 S. Grove Avenue BARRINGTON, Illinois 60010

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 221 S. Main Street Bartlett, IL 60103



INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

92255515

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 34 AND THAT PART OF THE SOUTH WEST 1/4 OF SECTION 35, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF LOT 1 IN BLOCK 7 OF BARTLETT'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON AUGUST 22, 1873 AS DOCUMENT NUMBER 121940;

THENCE SOUTHERLY, ALONG THE WEST LINE OF LOTS 1 THROUGH 4, INCLUSIVE, IN SAID BLOCK 7, A DISTANCE OF 221.55 FEET TO THE NORTH WEST CORNER OF LOT 5 IN BLOCK 7 OF BARTLETT'S SUBDIVISION; THENCE WESTERLY, ALONG THE NORTH LINE, EXTENDED WESTERLY, OF SAID LOT 5, A DISTANCE OF 30.02 FEET TO THE CENTER LINE OF MAIN STREET FOR THE PLACE OF BEGINNING; THENCE

EASTERLY, ALONG THE NORTH LINE, EXTENDED WESTERLY OF SAID LOT 5, ALONG THE NORTH LINE OF SAID LOT 5, AND ALONG SAID NORTH LINE, EXTENDED EASTERLY, A DISTANCE OF 333.64 FEET TO A POINT ON SAID NORTH LINE, EXTENDED EASTERLY, THAT IS 158.50 FEET EASTERLY OF (MEASURED ALONG SAID NORTH LINE, EXTENDED EASTERLY) THE NORTH WEST CORNER OF SAID LOT 5;

THENCE NORTHERLY, A DISTANCE OF 164.72 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL, AND PACIFIC RAILROAD THAT IS 316.73 FEET SOUTHEASTERLY OF (MEASURED ALONG SAID SOUTHERLY RIGHT OF WAY LINE) THE NORTH WEST CORNER OF LOT 1 IN BLOCK 7 OF BARTLETT'S SUBDIVISION, AS AFORESAID, THENCE SOUTHEASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 813.55 FEET TO THE

NORTH EAST CORNER OF LOT 1 IN BLOCK 16 OF H. O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION OF PART OF SECTIONS 34 AND 35, TOWNSHIP AND RANGE AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON JULY 23, 1929, AS DOCUMENT NUMBER 10435526; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID

LOT 1, A DISTANCE OF 265.54 FEET TO THE SOUTH EAST CORNER THEREOF, BEING ALSO THE NORTH EAST CORNER OF LOT 2 IN BLOCK 16 OF SAID H. O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT; THENCE WESTERLY, ALONG THE NORTH LINE OF LOTS 2 THROUGH 16, INCLUSIVE IN BLOCK 16 OF SAID H. O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT, A DISTANCE OF 767.22

FEET TO THE NORTH WEST CORNER OF SAID LOT 16; THENCE SOUTHERLY, ALONG THE MOST WESTERLY LINE OF SAID LOT 16, A DISTANCE OF 50.03 FEET TO THE NORTH LINE OF LOT 17 IN BLOCK 16 OF SAID H. O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT; THENCE WESTERLY, ALONG THE NORTH LINE OF LOTS 17 AND 18 IN BLOCK 16 OF SAID H. O. STONE AND COMPANY'S TOWN ADDITION TO

BARTLETT, AND ALONG SAID NORTH LINE, EXTENDED WESTERLY, A DISTANCE OF 350.0 FEET TO THE CENTER LINE OF MAIN STREET; THENCE NORTHERLY, ALONG SAID CENTER LINE, A DISTANCE OF 282.35 FEET TO THE PLACE OF BEGINNING, BEING SITUATED IN THE VILLAGE OF BARTLETT, COOK COUNTY, ILLINOIS.

06-34-410-003, 06-34-410-004, 06-34-410-005, 06-34-410-006, 06-34-315-002, 003, 004, 06-35-315006, 06-35-315-008, 06-35-315-028, 06-35-315-030.