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TRUST DEED

35266670

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 17 1995, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated January 10, 1995 and known as trust number 119949-02, herein referred to as "First Party," and Chicago Title and Trust Company

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of

Three Hundred Thousand (\$300,000.00) Dollars

made payable to BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 1 1/4% per cent per annum in instalments as follows:

One Thousand Six Hundred Sixty-Seven & No/100's (\$1667.00) plus accrued interest Dollars on the ~~30th~~ 1st day of April 1995 and One Thousand Six Hundred Sixty-Seven Dollars 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 sooner paid, shall be due on the 1st day of 2000. 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 American National Bank and Trust Company of Chicago, 33 N. LaSalle in said City.

NOW, THEREFORE, First Party 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 also in consideration of the sum of \$300,000.00 Dollars in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described item Estate situate, lying and being in the COUNTY OF COOK

AND STATE OF ILLINOIS, to wit:

Lots 1 and 2 in Block 3 in Singer and Talcott Stone Co's of that part of the West 1/2 of the South East 1/4 of Section 20, Township 37 North, Range 11 East of the Third Principal Meridian Lying North of the Illinois Michigan Canal in Cook County, Illinois

DEPT 01 RECORDING \$25.00
190412 TRAN 3695 04/21/95 15:19:00
\$1009 + JM *-95-266670
COOK COUNTY RECORDER

PIN No.: 22-20-400-023-0000

Instrument Prepared by: Steven D. Lustig, 707 Skokie Blvd., Suite 300 Northbrook, Illinois 60062

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 to hold and during all such times as First Party, its successors or assigns may be entitled thereto (which are leased 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, in-door 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 First Party 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 hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (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 mechanics' 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 notes; (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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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

DELIVERY INSTRUCTIONS
NAME: Steven D. Lustig
STREET: 707 Skokie Blvd
CITY: Suite 300 Northbrook, Ill 60062

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
47 Stephen St
Lombard, Ill

BOX 333-CTI

75-24-213
204
09

AMIN

Handwritten flourish

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EXHIBIT A

11. The undersigned agrees and understands that in the event (1) the undersigned, or any beneficiary of the undersigned, shall convey title to, or beneficial interest in, or otherwise suffer or permit, whether voluntary or involuntary, any equitable or beneficial interest in the Property to become vested in any person or persons, firm or corporation or other entity other than the undersigned, or the present beneficiary or beneficiaries, or (2) allow any lien or security interest to attach to the Property or the beneficial interest in the Property other than the lien of the Trust Deed (excluding taxes and assessments not yet due and payable) or (3) any articles of agreement for deed, or other installment contract for deed, title or beneficial interest or land contract in the Property are entered into or (4) any partnership interest of a partnership, if any, owning all or a portion of the beneficial interest in the undersigned or any stock of a corporation, if any, owning all or a portion of the beneficial interest in the undersigned is conveyed, transferred, or hypothecated, in whole or in part, the Note Holder may declare the entire unpaid principal balance above mentioned and any unpaid advances, together with interest thereon at the rate herein provided, to be immediately due and payable, without notice.

12. The undersigned shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so call "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. The undersigned 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 foreclosure such lien may order the mortgaged property sold as an entirety. THE UNDERSIGNED HEREBY WAIVES AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE UNDERSIGNED, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS TRUST DEED, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

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13. The occurrence of (i) a default in the payment of any installment of principal and/or interest under the Secured Promissory Note on the date on which it shall fall due, (ii) a Default as defined in the Loan Documents or (iii) a Default in any indebtedness due to American National Bank and Trust Company of Chicago of Maker, Compass Consolidators, Inc. or any of their affiliates, subsidiaries, successors in interest, shareholders or directors, at the option of the Holder hereof and upon written notice to Maker in the manner provided in said Trust Deed, shall constitute a "Default" hereunder and the Holder may declare the entire unpaid principal balance of the Note and all interest accrued thereon and all other sums due from Maker hereunder or under the provisions of this Trust Deed or under any other instrument evidencing or securing the indebtedness evidenced by the Note, to be immediately due and payable and/or pursue any and all other rights and remedies under the Note, the Loan Documents or any instrument related hereto, at law or in equity.

AMERICAN NATIONAL BANK AND TRUST COMPANY
as Trustee, as aforesaid, and not personally,

By: [Signature] Vice President

Attest: [Signature] Assistant Secretary

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