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COOK COUNTY RECORDER

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DEPT-01 RECORDING

was prepared by:

TRUST DEED

of Paul D. Fischer Froelich & Devine Ltd

Michigan Avenue TL 60611

THE ABOVE SPACE FOR RECORDER'S USE ONLY

. or an Illinois Corp.

ST DEED, made Prister and Alice R. Prister Wife Wife County. Illinois, herein referred to as TRUSTEE, witnesseth THAT. WHEREAS the ferred to as "Mongagors," and Five Avco Financial Stryices, Inc. gors are justly indebted to the legal holders of the Revolving Loan Agreement therein called "Agreement") hereinafter Agreement therein called "Agreement holders of the Revolving Loan Agreement therein called "Agreement holders of the Revolving Loan Agreement therein called "Agreement") hereinafter Agreement therein called "Agreement holders of the Revolving Loan Agreement therein called "Agreement") hereinafter Agreement therein called "Agreement" hereinafter Agreement therein called "Agreement" hereinafter Agreement thereinafter Agreement the

bed, said Agreement being a revolving Credit loan as defined by S.H.L. h. 17, para, 6405, said legal holder or holders have reformed to be Unidate of the Agreement suidenced by consequent for Agreement of the Management and Agreement of the Agreement and Agreement of the Agreement and Agreement of the Agreement and Agreeme herein referred to as Hoiders of the Agreement evidenced by one certain Revolving Loan Agreement of the Mortgagors of the Agreement and additional in and by which and a second the second seco date herewith, made payable as stated therein and delivered, in and by which still Agreement the Mortgagors promise to pay ndebredness outstanding from time to time with interest thereon, payable in installments pursuant to the Agreement 7000.00 to 100 to 10

distrible interest based on a formula sound to is auditional advances not exceeding the amount of the time of creat the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points over the 90-day commercial paper rate (high grade; major justable interest based on a formula equal to points ov brighter of 21.0 a The obligations of the Holder of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to make further or the advance of the Agreement to the advance of th orporations) as published in the wall Street Journal, subject to a minimum ANNUAL PERUTNIAUT. KALE of the and a naximum of 21.0 %. The obligations of the Holder of the Agreement to make further or finite advances shall be optional light the Molder and an approximant in heavily made to make further advances.

NOW. THEREFORE, the Mortgagors to secure the payment of the initial advance of the date of the local to come of the latter of th 1907. IFIEREFURE, the Mongagors to secure the payment of all future advances made within 20 years of the dote of this Deed to or on (5.48,000,00) with interest thereon, and payment of all future advances made within 20 years of the initial advance made on the date (5.48,000,00) with interest thereon, and payment of all future advances to have the came principle as the initial advance made on the date. behalf of Mortgagors, or any one of them, such future advances to have the same priority as the initial advance made on the date of this tener dand much interest thereon in accordance with the terms provisions and limitations of this tener dand much interest thereon in accordance with the terms. of this trust deed, with interest thereon, in accordance with the terms, provisions and limitations of this trust deed, with interest thereon, in accordance with the terms, provisions and formation of the state of the companies and constrained became analysis of the companies and c Agreement of even date herewith and the performance of the covenants and agreements herein contained, by the Mortgagors to he performed and also in consideration of the sum of One Dollar in head paid the receipt substant to hereby address to one of the sum of One Dollar in head paid the receipt substant of hereby address of the sum of One Dollar in head paid the receipt substant of the sum of One Dollar in head paid the receipt substant and also in consideration of the sum of One Dollar in head paid the receipt substant and also in consideration of the sum of One Dollar in head paid the receipt substant and also in consideration of the sum of One Dollar in head paid the receipt substant substant and also in consideration of the sum of One Dollar in head paid the receipt substant subst Agreement of even date nerewin and the performance of the covenants and agreements herein contained, by the morning agors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby action and but the sum of the Tourisa its engageers and assigns the following described has been appeared CONVEY and WADDANT unto the Tourisa its engageers and assigns the following described has been appeared to the contained of the sum of the Tourisa and also in consideration of the sum of the Tourisa its engageers and assigns the following described has been appeared. by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee, its successors and assigns the following described New York CONVEY and WARRANT unto the Trustee of the Convey York Conve

all of their estate, right, title and interest therein, situate, therein of their control o

Let 15 (Except the East 10 Feet Thereof) and the East 15 Feet of Lot 16 in Block 10 in Frederick W Rarriage Chicago Wighlands Reins 2 cubdivision of the 10 in Frederick H. Bartlett's Chicago Highlands, Being a Subdivision of the November 11/1 of Northwest 1/4 of the Northwest 1/4 of Section 20, Township 38 North, Range 13

Fact of the Third Dringing! Movidien (Expent the South 20 Fact and Expent the East of the Third Principal Meridian (Except the South 30 Feet and Except the South 37/, 31 Foot) Also Blooks 3 and / in Cabdinian of Morth 37/, 31 Foot) North 374.31 Feet) Also Blocks 3 and 4 in Subdivision of North 374.31 Feet of the North 374.31 Feet) Also Blocks 3 and 4 in Subdivision 13 Foot of the Third Northwest 1/4 of Section 20, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

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

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and ail rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pladged 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, 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 anticles hereafter placed in the premises by the mortgagers 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.

THIS TRUST DEED MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE

THE COVENANTS. CONDITIONS AND PROVISIONS.

- 1. Mongagors shall (a) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become day sared or he destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other lens or claims for lien not expressly subordinated to the lien hereof, (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and notwithstanding any right or option granted by any superior lea or by any superior lienholder to permit the principal balance of such superior lien to increase, not permit the principal balance of any superior lieu to increase above the balance existing at the time of the making of this Trust Deed until this Trust Deed shall have been paid in full, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the agreement; (d) complete within a reasonable time any building or building now or at any time in process of erc-con upon said premises: (e) comply with all requirements of law or municipal ordinances with respect to the premises and the asy thereof; (f) 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 'axes, special assersments, water charges, sewer service charges, and other charges against the premises when due and shall, upor written request, furnish to Trustee or to holders of the Agreement duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or asses more which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or herevire, situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insuredunder policies providing for payment by the insurance companies of money, 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 Agreement, under insurance policies payable, in case of loss or damage, to Tructee for the benefit of the holders of the Agreement, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shell deliver all policies, including additional and renewal policies, to holders of the Agreement, and in the 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 Agreement may, out need not, make any payment or perform any act hereinbefore 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 seule any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises the oniest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the Agreement 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 a rate equivalent to the post maturity rate set forth in the Agreement securing this Trust Deed, if any, otherwise the prematurity rate set forth therein, Inaction of Trustee or holders of the Agreement shall never be considered as a waiver of any right accruing to them on account of any default hereunder or, the part of
- 5. The Trustee or the holders of the Agreement hereby secured making any payment nereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the agreement, and without notice to Mortgagors, all unpaid indebtedness secured

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- by this Trust Deed shall, notwithstanding anything in the agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the agreement or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagors herein contained, including default by the Mortgagors in causing or permitting the principal balance of any superior lien to increase above the principal balance existing at the time of the making of this Trust Deed.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Agreement 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 Agreement for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the Agreement may deem to be reasonably necessary either or prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the try, condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mention to shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a role equivalent to the post maturity rate set forth in the Agreement securing this Trust Deed, if any, otherwise the premate, ty rate set forth therein, when paid or incurred by Trustee or holders of the Agreement in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendent, 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 pren ises shall be distributed and applied 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 Agreement, with interest to reon as herein provided; third, all principal and interest remaining unpaid on the Agreement; fourth, any overage to Mort tagors, 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 first 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 then 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's anticry period of redemption, whether there be 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 tents, 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: (a) The indehtedness 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 or of such decree, provided such application is made prior to foreclosure sale; (b) 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 waich would not be good and available to the party interposing same in an action at law upon the Agreement hereby secured.
- 11. Trustee or the holders of the Agreement 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, or to inquite into the validity of the signatures or the identity, capacity, or authority of the signatories on the Agreement or Trust Deed, 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 it 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 thereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Agricement, 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 accept as the genuine Agreement herein described any Agreement which bears an identification number purporting to be placed thereon by a prior Trustee hereunder or which conforms in substance with the description herein contained of the Agreement and which purports to be

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