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TRUST DEED PURCHASE MONEY MORTGAGE

Trust Deed 7 Individual
Mortgagor One Instalment Note
Interest Included in Payment
USE WITH NOTE 7
Form 807 R.10/95

96884028

DEPT-01 RECORDING \$1.00
T40012 TRAN 3142 11/20/96 13:11:00
49396 + CG *-96-884028
COOK COUNTY RECORDER

795757

This trust deed consists of six pages (3 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made November 15 19 96, between RENEE LYNN of 7226 N. Kildare, Lincolnwood, Illinois herein referred to as "Mortgagors" and THE CHICAGO 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note, in the Total Principal Sum of TWO HUNDRED FIFTY ONE THOUSAND (\$251,000.00) --- DOLLARS, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER HAROLD LOEVY & CO. and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 15 1996 on the balance of principal remaining from time to time unpaid at the rate of 7 1/2 per cent per annum in installments (including principal and interest) as follows: \$ 1,749.27 Dollars or more on the 1st day of January 1997 and \$ 1,749.27 Dollars or more 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 December 2001 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 each installment unless paid when due shall result in liquidated damages of:

1. \$ 100.00 PER LATE PAYMENT, OR
2. PERCENT OF THE TOTAL MONTHLY PAYMENT, OR
3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT.

1.

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and all of said principal and interest being made payable at such banking house or trust company in Hawthorn Woods, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Norman Loevy in said city.

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

LOTS 26 AND 27 IN S. D. JACOBSONS SUBDIVISION OF BLOCK 8 IN WILLIAM LILL AND HIERS OF MICHAEL DIVERSEY'S SUBDIVISION OF THE SOUTHWESTERLY 1/2 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 14-29-122-001-0000
2966-74 N. Lincoln Avenue
Chicago, Illinois 60657

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

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 primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the 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.

WITNESS the hand and seal of Mortgagors the day and year first afore written.

Renee Lynn (SEAL) _____ (SEAL)
RENEE LYNN (SEAL) _____ (SEAL)

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STATE OF ILLINOIS

SS

795757

COUNTY OF COOK

I, the undersigned a Notary Public in and for the residing in said

County, in the state aforesaid, DO HEREBY CERTIFY THAT **RENEE LYNN**

who personally known to me to be the same person (s) whose name (s) 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.

Given under my hand and Notarial Seal this 15th day of, November 1996

Notary Public

Notarial Seal

"OFFICIAL SEAL"
MARIA McINTOSH
Notary Public, State of Illinois
My Commission Expires 1-10 98

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use 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 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 notes 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 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 (and flood damage, where the lender is required by law to have its loan so insured) 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 notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, 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 notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.~~

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4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but 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 settle any tax lien or other prior lien or title or claim thereof, or redeem 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 notes, or of any of them, 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of Trustee or holder of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
5. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
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 principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of (any) of the principal notes, or (b) when default shall occur and continue for ~~thirty~~ ^{thirty} days in the payment of any interest or 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 notes, or any of them, 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 notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, or days 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, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, 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 to or 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes 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 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.

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8. The proceeds of any foreclosure sale of the premises 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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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 the 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 the 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 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 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: (a) 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 or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of 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 interposing same in an action at law upon the notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, 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 inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note or the 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 hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, 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 notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport 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 placed its identification number on the principal notes

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described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport 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 Titles in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to the 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 principal notes or this Trust Deed.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

SEE ATTACHED FOR PARAGRAPHS 17 thru 29

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust Deed.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 795757

THE CHICAGO TRUST COMPANY, TRUSTEE

BY [Signature]
Assistant Vice President, Assistant Secretary.

Trust Deed 7, Individual Mortgagor One Instalment Note Interest Included in Payment, Use with Note 7.
Form 807 R.10/95

6.

RECORDER'S OFFICE BOX NUMBER 333

MAIL TO:

NAME WILLIAM WOLOSHIN
STREET 161 N. Clark Street, Suite 2600
CITY Chicago, Illinois 60601-3221

FOR INFORMATION ONLY INSERT
STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

2966-74 N. Lincoln Avenue
Chicago, Illinois 60657

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17. A default under the terms and provisions of the Installment Note shall be a default under this Trust Deed.

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18. Mortgagor hereby assigns and transfers to Trustee all the rents, issues and profits of the Premises and hereby gives to and confers upon Trustee the right, power, and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Trustee its true and lawful attorney-in-fact, at the option of Trustee at any time and from time to time, after the occurrence of an event of default and after Notice and the expiration of any applicable grace period, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Trustee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to enter into leases for the Premises at rents not less than the going rate for comparable space in the same community, collect such rents, issues and profits (but not more than two months in advance, including any security deposits) prior to or at any time there is not an event of default under this Trust Deed or the Installment Note. The Assignment of the rents, issues and profits of the Premises in this paragraph is intended to be an absolute assignment by Mortgagor to Trustee contingent only upon the occurrence of an event of default.

19. Upon any event of default, Trustee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Premises, or any part thereof, in its own name (use) for or otherwise collect such rents, issues and profit, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Trustee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Premises, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

20. Mortgagor hereby assigns and transfers to Trustee as additional security for the payment of the indebtedness hereby secured, all present and future leases upon all or any part of the Premises and to execute and deliver, at the request of Trustee, all such further assurances and assignments in the Premises as Trustee shall from time to time reasonably require.

21. It is specifically agreed that time is of the essence of this Trust Deed. The waiver of the options or obligations secured hereby shall not at any time thereafter be held to be abandonment of such rights. Except as otherwise specifically required, notice of the exercise of any option granted to the Mortgagee herein, or in the Installment Note secured hereby, is not required to be given.

22. Mortgagor shall not and will not (nor shall any beneficiary of Mortgagor) apply for or avail itself of any appraisalment, 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 of foreclosure of the lien of this Trust Deed, but hereby waives the benefit of

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such laws. Mortgagor, for itself and all who may claim through or under it, including its beneficiary, waives any and all right to have the property and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. 795757

IN THE EVENT of a commencement of a judicial proceeding to foreclose this Trust Deed, Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree or foreclosure of this Trust Deed on behalf of Mortgagor, and each and every person it may legally bind acquiring any interest in or title to the property after the date of the execution of this Trust Deed and on behalf of all other persons to the extent permitted by the applicable provisions of the statutes and laws of the State of Illinois, and for all that it may legally bind who acquire any interest in or title to the mortgaged premises subsequent to the date hereof, agrees that when sale is had under any decree of foreclosure of this Trust Deed, upon confirmation of such sale, the Sheriff of the County in which the property is located, or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed conveying the property, showing the amount paid therefor, or if purchased by the person in whose favor the order of decree is entered, the amount of his bid therefor. The Mortgagor further hereby waives and releases all rights under and by virtue of the Homestead Exemption laws of the State of Illinois and all right to retain possession of said mortgaged property after any default in or breach of any of the covenants, agreements or provisions herein contained.

23. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Trust Deed, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Mortgagor represents and warrants to Trustee that: (a) During the period of Mortgagor's ownership of the property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the property; (b) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Trustee in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Trustee in writing, (i) neither Mortgagor nor any tenant, contractor, agent or other authorized user of the property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Mortgagor authorizes Trustee and its agents to enter upon the

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property to make such inspections and tests, at Mortgagor's expense, as Trustee may deem appropriate to determine compliance of the property with this section of the Trust Deed. Any inspections or tests made by Trustee shall be for Trustee's purposes only and shall not be construed to create any responsibility or liability on the part of Trustee to Mortgagor or to any other person. The representations and warranties contained herein are based on Mortgagor's due diligence in investigating the property for hazardous waste. Mortgagor hereby (a) releases and waives any future claims against Trustee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Trustee against any and all claims, losses, liabilities, damages, penalties, and expenses which Trustee may directly or indirectly sustain or suffer resulting from a breach of this section of the Trust Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Mortgagor's ownership or interest in the property, whether or not the same was or should have been known to Mortgagor. The provisions of this section of the Trust Deed, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Trust Deed and shall not be affected by Trustee's acquisition of any interest in the property, whether by foreclosure or otherwise.

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24. Mortgagor shall not demolish or remove any Improvements from the real property without the prior written consent of Trustee. As a condition to the removal of any Improvements, Trustee may require Mortgagor to make arrangements satisfactory to Trustee to replace such Improvements with Improvements of at least equal value.

25. Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the property, including without limitation, the Americans With Disabilities Act. Mortgagor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagor has notified Trustee in writing prior to doing so and so long as, in Trustee's sole opinion, Trustee's interests in the property are not jeopardized. Trustee may require Mortgagor to post adequate security or a surety bond, reasonably satisfactory to Trustee, to protect Trustee's interest.

26. Trustee may, at its option, declare immediately due and payable all sums secured by this Trust Deed upon the sale or transfer, without the Trustee's prior written consent, of all or any part of the real Property, or any interest in the real property. A "sale or transfer" means the conveyance of real property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the real property, or by any other method of conveyance of real property interest. If any Mortgagor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Mortgagor. However, this option shall not be exercised by Trustee if such exercise is prohibited by federal law or by Illinois law.

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27. Mortgagor shall notify Trustee at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Mortgagor will upon request of Trustee furnish to Trustee advance assurances satisfactory to Trustee that Mortgagor can and will pay the cost of such improvements.

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28. Mortgagor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the real property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Trustee. Mortgagor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Trustee may request with Trustee and Trustee being named as additional insureds in such liability insurance policies. Additionally, Mortgagor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Trustee may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Trustee. Mortgagor shall deliver to Trustee certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of ten (10) days' prior written notice to Trustee and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Trustee will not be impaired in any way by any act, omission or default of Mortgagor or any other person. Should the real property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Trustee and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

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Mortgagor shall promptly notify Trustee of any loss or damage to the property. Trustee may make proof of loss if Mortgagor fails to do so within fifteen (15) days of the casualty. Whether or not Trustee's security is impaired, Trustee may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the property, or the restoration and repair of the property. If Trustee elects to apply the proceeds to restoration and repair, Mortgagor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Trustee. Trustee shall, upon satisfactory proof of such expenditure, pay or reimburse Mortgagor from the proceeds for the reasonable cost of repair or restoration if Mortgagor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Trustee has not committed to the repair or restoration of the property shall be used first to pay any amount owing to Trustee under this Trust Deed, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Trustee holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Mortgagor.

29. The following provisions relating to this Trust Deed as a security agreement are a part of this Trust Deed.

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(a) This instrument shall constitute a security agreement to the extent any of the property constitutes fixtures or other personal property, and Trustee shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

(b) Upon request by Trustee, Mortgagor shall execute financing statements and take whatever other action is requested by Trustee to perfect and continue Trustee's security interest in the rents and personal property. In addition to recording this Trust Deed in the real property records, Trustee may, at any time and without further authorization from Mortgagor, file executed counterparts, copies or reproductions of this Trust Deed as a financing statement. Mortgagor shall reimburse Trustee for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall assemble the personal property in a manner and at a place reasonably convenient to Mortgagor and Trustee and make it available to Trustee within three (3) days after receipt of written demand from Trustee.

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