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COOK COUNTY RECORDER

PURCHASE MONEY TRUST DEED AND SECURITY AGREEMENT  
WITH ASSIGNMENT OF RENTS

THIS PURCHASE MONEY TRUST DEED AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS ("Trust Deed") dated as of August 1, 1997, by and between The Chicago Trust Company, not personally but as Trustee under the provisions of a deed in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated July 1, 1997, and known as trust number 1104329 ("Trustee 1104329"), with a mailing address of 171 North Clark Street, Chicago, Illinois 60601, and George R. Smith and Connie K. Smith, his wife (collectively "Beneficiary", and together with Trustee, "Mortgagor"), with a mailing address of c/o Joseph E. Davis, Esq., 300 W. Washington Street, Suite 1501, Chicago, Illinois 60606, and The Chicago Trust Company, with its office at 171 North Clark Street, Chicago, Illinois 60601 (hereinafter referred to as "Trustee").

W I T N E S S E T H T H A T:

WHEREAS, Mortgagor has concurrently herewith executed and delivered that certain Promissory Note payable to Bearer bearing even date herewith in the principal amount of Five Hundred Twenty Thousand and 00/100 Dollars (\$520,000.00) (said note and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor is referred to herein as the "Note") pursuant to which Mortgagor promises to pay said principal sum (or so much thereof as may be outstanding at the maturity thereof) on September 1, 2002, together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rate and at the times specified in the Note; and

This Instrument Prepared By  
and After Recording Return to:

Permanent Index Numbers:  
See Exhibit "A"

Harry S. Wolin  
Cohon, Raizes & Regal  
208 S. LaSalle St., Suite 1860  
Chicago, Illinois 60604

Address of Property:  
See Exhibit "A"

*(Handwritten: 4/33)*

**BOX 333-CTI**

*(Handwritten: 76-71-786, D-2, CMS)*

*(Handwritten: 89-11)*

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WHEREAS, the real estate that is encumbered by this Trust Deed consists of a parcel of real estate located in Cook County, Illinois, as more particularly described in GRANTING CLAUSE I below; and

WHEREAS, the original of this Trust Deed will be recorded in the office of the recorder of Cook County, Illinois; and

WHEREAS, this Trust Deed, the Note and all other instruments and documents evidencing or securing the indebtedness evidenced by the Note are hereinafter collectively referred to as the "Loan Documents";

NOW, THEREFORE, to secure (i) the payment when and as due and payable of the principal of and interest on the Note or so much thereof as may be advanced from time to time, (ii) the payment of all other indebtedness which this Trust Deed by its terms secures, and (iii) the performance and observance of the covenants and agreements contained in this Trust Deed, the Note and any other Loan Documents (all of such indebtedness, obligations and liabilities identified in (i), (ii) and (iii) above being hereinafter referred to as the "indebtedness hereby secured"), the Mortgagor does hereby grant, sell, convey, mortgage and assign unto the Trustee, its successors and assigns and does hereby grant to Trustee, its successors and assigns a security interest in all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V and VI below, all of same being collectively referred to herein as the "Mortgaged Premises."

## GRANTING CLAUSE I

That certain parcel of real estate lying and being in the County of Cook, State of Illinois, more particularly described in Exhibit "A" attached hereto and made a part hereof

## GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Exhibit "A" and all materials intended for construction, reconstruction, alteration and repair of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to, all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and

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extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Trust Deed to be real estate and covered by this Trust Deed; and as to the balance of the property aforesaid, this Trust Deed is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Trustee as secured party, securing the indebtedness hereby secured. The addresses of Mortgagor (debtor) and Trustee (secured party) appear at the beginning hereof.

## GRANTING CLAUSE III

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil and water rights belonging or in any wise appertaining to the property described in Exhibit "A" and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interests of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent or for security) under any and all leases and renewals thereof or under any contracts or options for the sale of all or any part of said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Trustee. By acceptance of this Trust Deed, Trustee agrees that until an Event of Default (as hereinafter defined) shall occur giving Trustee or holder of the Note the right to foreclose this Trust Deed, Mortgagor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

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## GRANTING CLAUSE IV

All judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the property described in Exhibit "A" or any part thereof or any building or other improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively "Condemnation Awards").

## GRANTING CLAUSE V

All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter by installation or writing of any kind, be subjected to the lien hereof.

## GRANTING CLAUSE VI

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Exhibit "A" or any part thereof.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, Mortgaged, pledged and assigned, and in which a security interest is granted, unto Trustee, its successors and assigns, forever for the purposes and upon the uses and trusts herein set forth; provided, however, 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; otherwise this Trust Deed shall remain in full force and effect; 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 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 accept as the genuine Note herein described any note 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 Note and which purports to be executed by the persons herein designated as the

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makers thereof; and where the release is requested of the Trustee and it has never placed its identification number on the Note, 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. Trustee may resign by instrument in writing filed in the office of the recorder of Cook County, Illinois. Any successor in trust hereunder shall have the identical title, powers and authority as are herein given Trustee. 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. Otherwise the same shall remain in full force and effect.

Mortgagor hereby covenants and agrees with Trustee as follows:

1. Payment of the Indebtedness. The indebtedness hereby secured will be promptly paid as and when the same becomes due.

2. Representation of Title and Further Assurances. Mortgagor will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this instrument and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be. At the time of delivery of these presents, Trustee #1104329 is well seized of an indefeasible estate in fee simple in the portion of the Mortgaged Premises which constitutes real property subject only to the matters set forth on Exhibit "B" attached hereto and forming a part hereof (the "Permitted Exceptions"), and Trustee #1104329 has good right, full power and lawful authority to convey, mortgage and create a security interest in the same, in the manner and form aforesaid; except for the Permitted Exceptions, the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever, including the personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature, and the Mortgagor shall and will forever defend the title to the Mortgaged Premises against the claims of all persons whomsoever.

3. Payment of Taxes. Mortgagor shall pay before any penalty attaches all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall exhibit to Trustee or holder of the Note secured hereby (hereinafter referred to as "Holder") official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall

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have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Trustee, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, and shall be conducted in good faith and with due diligence, and if Mortgagor shall have furnished such security, if any, as may be required in the proceedings or required by Trustee's title insurer to insure over the lien of such charge or claim.

4. Payment of Taxes on Note, Trust Deed or Interest of Trustee. Mortgagor agrees that if any tax, assessment or imposition upon this Trust Deed or the indebtedness hereby secured or the Note or the interest of Trustee or Holder in the Mortgaged Premises or upon Trustee or Holder by reason of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the indebtedness hereby secured imposed by the United States or any State) is levied, assessed or charged, then, unless all such taxes are paid by Mortgagor to, for or on behalf of Trustee or Holder as they become due and payable (which Mortgagor agrees to do upon demand of Trustee or Holder, to the extent permitted by law), or Trustee or Holder is reimbursed for any such sum advanced by Trustee or Holder, all sums hereby secured shall become immediately due and payable, at the option of Trustee or Holder upon thirty (30) days' notice to Mortgagor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Mortgagor from making any such payment. Mortgagor agrees to provide to Trustee or Holder, upon request, official receipts showing payment of all taxes and charges which Mortgagor is required to pay hereunder.

5. Tax Deposits. Mortgagor covenants and agrees to deposit with Holder, commencing on the date the first monthly payment of interest is due under the Note and on the first day of each month thereafter until the indebtedness secured by this Trust Deed is fully paid, a sum equal to one-twelfth (1/12th) of the annual taxes and assessments (general and special) on the Mortgaged Premises (unless said taxes are based upon assessments which exclude improvements thereon now constructed or to be constructed, in which event the amount of such deposits shall be based upon Trustee's or Holder's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). If prior deposits are insufficient, immediately following an Event of Default (as hereinafter defined), Mortgagor shall deposit with Holder an amount of money which, together with the aggregate of the monthly deposits made or to be made as of one month prior to the date on which the total annual taxes and assessments for the current calendar year become due, shall be sufficient to pay in full the total annual taxes and assessments estimated by Trustee or Holder to become due and payable with respect to the Mortgaged Premises for the current calendar year. Such deposits are to be held without any allowance

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of interest and are to be used for the payment of taxes and assessments (general and special) on the Mortgaged Premises next due and payable when they become due. Trustee or Holder may, at its option, pay such taxes and assessments when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for payment of such taxes and assessments. If the funds so deposited are insufficient to pay any such taxes and assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall within ten (10) days after receipt of demand therefor, deposit additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of Trustee or Holder.

6. Recordation and Payment of Taxes and Expenses Incident Thereto. Mortgagor will cause this Trust Deed, all trust deeds supplemental hereto and any financing statement or other notices of a security interest required by Trustee or Holder at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a trust deed, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Trustee hereunder, and, without limiting the foregoing, Mortgagor will pay or reimburse Trustee or Holder for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or re-recordation, including any documentary stamp tax or tax imposed upon the privilege of having this instrument or any instrument issued pursuant hereto recorded.

7. Insurance.

(a) Mortgagor will, at its expense, maintain or cause to be maintained the following insurance with good and responsible insurance companies reasonably satisfactory to Trustee and Holder:

(i) All risk broad form insurance with standard non-contributory mortgage clauses providing that any loss is to be adjusted with, and any recovery payable to Trustee and Holder as its interest may appear. All such policies shall be in such amounts, containing such coverages and insure against such risks as shall be reasonably satisfactory to Trustee and Holder. Without limiting the generality of the foregoing, the improvements shall be insured under an agreed upon amount endorsement satisfactory to Trustee and Holder at all times against loss or damage by fire, lightning, windstorm, explosion, theft and such other risks as are usually intended under extended coverage;

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(ii) Commercial general liability insurance, in form and amount satisfactory to Trustee and Holder, insuring Mortgagor, Trustee and Holder and such other persons as Trustee or Holder may designate, as their interests may appear, against any loss or damage for personal injury, death and property damage occasioned by an accident or casualty occurring in, upon or about the Mortgaged Premises or the sidewalks, alleys or other property adjacent thereto;

(iii) In the event that Mortgagor contracts with or employs any person or persons upon the Mortgaged Premises, worker's compensation insurance, insuring Mortgagor and such other persons as Trustee or Holder may designate, as their interests may appear, against loss or damages resulting from any accident or casualty within the purview of the Illinois Worker's Compensation Law; and

(iv) Such other insurance against other insurance hazards that Trustee or Holder may reasonably require or which are commonly insured against in the case of property similarly situated.

(b) Policy Provisions. All insurance maintained by Mortgagor shall be maintained with good and responsible insurance companies, shall provide that no cancellation thereof shall be effective until at least 30 days after receipt by Trustee and Holder of written notice thereof, shall provide that losses are payable notwithstanding any acts or omissions of Mortgagor, shall contain no deductible provisions in excess of \$5,000.00 and shall be satisfactory to Trustee and Holder in all other respects.

(c) Renewal Policies. Mortgagor will deliver to Holder the original of any policy or a certificate therefor required under the provisions of this Paragraph 7(c) (or, if coverage is provided under a master policy, a photocopy of such policy and an assigned certificate of insurance) and will cause renewal certificates to be delivered thereto at least 15 days prior to the expiration of any such policies and renewal policies as soon as available.

(d) Additional Policies. Mortgagor shall not take out or maintain separate insurance concurrent in kind or form or contributing in the event of loss with any insurance required hereinabove.

In the event of foreclosure, Mortgagor authorizes and empowers Trustee or Holder to effect insurance upon the Mortgaged Premises in the amounts aforesaid, for a period covering the time of redemption from foreclosure sale provided by law, and if necessary therefor, to cancel any or all existing insurance policies.

## 8. Damage to and Destruction of the Improvements.

(a) Notice. In the case of any material damage to or

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destruction of any improvements which are or will be constructed on the Mortgaged Premises or any part thereof, Mortgagor shall promptly give notice thereof to Trustee and Holder generally describing the nature and extent of such damage or destruction. Material damage shall mean damages in excess of \$10,000.00.

(b) Restoration. Upon the occurrence of any damage to or destruction of any improvements on the Mortgaged Premises, provided Holder permits the proceeds of insurance to be used for repairs, Mortgagor shall cause same to be restored, replaced or rebuilt as nearly as possible to their value, condition and character immediately prior to such damage or destruction. Such restoration, replacement or rebuilding shall be effected promptly and Mortgagor shall notify Trustee and Holder if it appears that such restoration, replacement or rebuilding may unduly delay completion of such improvements. Any amounts required for repairs in excess of insurance proceeds shall be paid by Mortgagor.

(c) Application of Insurance Proceeds. Net insurance proceeds received by Trustee or Holder under the provisions of this Trust Deed or any instrument supplemental hereto or thereto or any policy or policies of insurance covering any improvements on the Mortgaged Premises or any part thereof shall be applied by Trustee or Holder at its option as and for a prepayment on the Note (whether or not the same is then due or otherwise adequately secured) or shall be disbursed for restoration of such improvements (in which event Trustee or Holder shall not be obligated to supervise restoration work nor shall the amount so released or used be deemed a payment of the indebtedness evidenced by the Note). If Trustee or Holder elects to permit the use of insurance proceeds to restore such improvements it may do all necessary acts to accomplish that purpose including using funds deposited by Mortgagor with it for any purpose and advancing additional funds, all such additional funds to constitute part of the indebtedness secured by the Trust Deed. If Trustee or Holder elects to make the insurance proceeds available to Mortgagor for the purpose of effecting such a restoration, or, following an Event of Default, elects to restore such improvements, any excess of insurance proceeds above the amount necessary to complete such restoration shall be applied as and for a prepayment on the Note. Notwithstanding the foregoing provisions, Trustee and Holder agree that net insurance proceeds shall be made available for the restoration of the portion of the Mortgaged Premises damaged or destroyed if written application for such use is made within thirty (30) days after receipt of such proceeds and the following conditions are satisfied: (i) no Event of Default, or event which if uncured within any applicable cure period, would constitute an Event of Default, shall have occurred or be continuing hereunder or under the Loan Documents (and if such an event shall occur during restoration, Trustee or Holder may, at its election, and provided all applicable notice and cure or grace periods have expired without cure by Mortgagor, apply any insurance proceeds then remaining in its hands to the reduction of the indebtedness

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evidenced by the Note and any other indebtedness hereby secured), (ii) if the cost of repairs exceeds \$10,000.00, Mortgagor shall have submitted to Holder plans and specifications for the restoration which shall be satisfactory to it in Holder's reasonable judgment, (iii) Mortgagor shall have submitted to Holder evidence satisfactory to Trustee (including fixed price contracts with good and responsible contractors and materialmen covering all work and materials necessary to complete restoration), that the cost to complete restoration is not in excess of the amount of insurance proceeds available for restoration, or, if a deficiency shall exist, Mortgagor shall have deposited the amount of such deficiency with Holder, (iv) Mortgagor shall have obtained a waiver of the right of subrogation from any insurer under such policies of insurance, (v) in Holder's judgment, all restoration can be completed prior to the maturity date of the Note, and (vi) Mortgagor is maintaining rents loss insurance covering all rentals to become due under leases of the Mortgaged Premises and all rental payments continue to be made either by tenants or from the proceeds of such insurance, and (vii) no leases of the Mortgaged Premises are terminated as a result of such casualty. Any insurance proceeds to be released pursuant to the foregoing provisions may at the option of Holder be disbursed from time to time as restoration progresses to pay for restoration work completed and in place and such disbursements shall be disbursed in such manner as Trustee or Holder may determine. Trustee or Holder may impose such further conditions upon the release of insurance proceeds (including the receipt of title insurance) as are customarily imposed by prudent construction lenders to insure the completion of the restoration work free and clear of all liens or claims for lien. All necessary and reasonable title insurance charges and other costs and expenses paid to or for the account of Trustee or Holder in connection with the release of such insurance proceeds shall constitute so much additional indebtedness secured by this Trust Deed to be payable upon demand and if not paid upon demand shall bear interest at the Default Interest Rate (as defined in Paragraph 34 hereof). Trustee or Holder may deduct any such costs and expenses from insurance proceeds at any time held by Trustee or Holder. No interest shall be payable to Mortgagor upon insurance proceeds held by Trustee or Holder.

(d) Adjustment of Loss. Trustee or Holder are hereby authorized and empowered, at their option, to adjust or compromise any loss of more than \$10,000.00 under any insurance policies covering or relating to the Mortgaged Premises and to collect and receive the proceeds from any such policy or policies. Mortgagor hereby irrevocably appoints Holder as its attorney-in-fact for the purposes set forth in the preceding sentence. Each insurance company is hereby authorized and directed to make payment (i) of 100% of all such losses of more than said amount directly to Trustee alone and (ii) of 100% of all such losses of said amount or less directly to Mortgagor alone, and in no case to Mortgagor and Trustee jointly. After deducting from such insurance proceeds any expenses incurred by Trustee or Holder in the collection and settlement thereof, including without limitation attorneys' and

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adjusters' fees and charges, Holder shall apply the net proceeds as provided in Paragraph 8(c). Trustee or Holder shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

## 9. Eminent Domain.

(a) Notice. Mortgagor covenants and agrees that Mortgagor will give Trustee and Holder prompt notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Trustee and Holder copies of any and all papers served in connection with any such proceedings.

(b) Assignment of Claim, Power of Attorney to Collect, Etc. Any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the Mortgaged Premises by any governmental body for taking or affecting the whole or any part of said Mortgaged Premises, the improvements on the Mortgaged Premises or any easement therein or appurtenance thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the award for payment thereof) are hereby assigned by Mortgagor to Trustee and Holder to the extent of the existing principal balance, interest thereon and other outstanding charges owed by Mortgagor to Holder, and Mortgagor hereby irrevocably constitutes and appoints Trustee or Holder its true and lawful attorney-in-fact with full power of substitution for it and in its name, place and stead to collect and receive the proceeds of any such award granted by virtue of any such taking and to give proper receipts and acquittances therefor. Trustee shall not settle any condemnation award with the condemning party without the consent of the Mortgagor. Mortgagor shall have the right to participate in any proceedings which determine the award to be granted.

(c) Effect of Condemnation and Application of Awards. In the event that any proceedings are commenced by any governmental body or other person to take or otherwise affect the Mortgaged Premises, the improvements thereon or any easement therein or appurtenance thereto, Trustee or Holder may, at their option, apply the proceeds of any award made in such proceedings as and for a prepayment on the indebtedness evidenced by the Note, notwithstanding the fact that said indebtedness may not then be due and payable or is otherwise adequately secured. Notwithstanding the foregoing, Trustee agrees that Trustee shall not apply the proceeds of any award made at such proceedings as and for prepayment on the indebtedness evidenced by the Note if the following conditions are satisfied: (i) the effect of such proceedings will not materially interfere with the ability of Mortgagor to utilize the Mortgaged Premises for its intended purpose; (ii) the proceedings do not

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cause one or more tenants to terminate their leases; (iii) no Event of Default, or event which if uncured within any applicable cure period, would constitute an Event of Default, shall have occurred or be continuing hereunder or under the Note or other Loan Documents; and (iv) if the proceedings will result in a need to perform repairs upon the Mortgaged Premises, the requirements listed in subparagraphs (ii), (iii), (v) and (vi) of Paragraph 8(c) of this Trust Deed concerning the application of insurance proceeds are satisfied.

10. Construction, Repair, Waste, Etc. Mortgagor covenants and agrees (i) that no building or other improvement on the Mortgaged Premises and constituting a part thereof shall be materially altered, removed or demolished nor shall any fixtures or appliances on or in or about said buildings or improvements be severed, removed, sold or mortgaged, without the consent of Trustee; and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, the same will be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto; (ii) to permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Premises or any part thereof, ordinary wear and tear and loss, damage or destruction by casualty (if covered by insurance) excepted; (iii) to keep and maintain said Mortgaged Premises and every part thereof in good repair and condition (ordinary wear and tear excepted); (iv) to effect such repairs as Trustee may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good condition, fit and proper for their respective purposes, ordinary wear and tear excepted; (v) to comply with all statutes, orders, requirements or decrees relating to said Mortgaged Premises by any Federal, State or Municipal authority; (vi) to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Mortgaged Premises or any part hereof and not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the Mortgaged Premises or any part thereof may be put without the prior written consent of Trustee, which consent shall not be unreasonably withheld or delayed; and (vii) to make no material alterations in or improvements or additions to the Mortgaged Premises without Trustee's written permission, except as required by governmental authority.

11. Liens and Encumbrances. Mortgagor will not, without the prior written consent of Trustee, directly or indirectly, create or

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suffer to be created, or to remain, and will discharge or promptly cause to be discharged any trust deed, lien, encumbrance or charge on, pledge or conditional sale or other title retention agreement with respect to the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this instrument and the lien of all other documents given to secure the indebtedness hereby secured; provided, however, that Mortgagor may contest the validity of any mechanic's lien, charge or encumbrance (other than the lien of this Trust Deed or of any other document securing payment of the Note) upon giving Trustee timely notice of its intention to contest the same and either (a) maintaining with Holder a deposit of cash or negotiable securities satisfactory to Holder in an amount sufficient in the opinion of Holder to pay and discharge or to assure compliance with the matter under contest in the event of a final determination thereof adverse to Mortgagor or (b) obtaining title insurance coverage over such lien on Trustee's title insurance policy. Mortgagor agrees to prosecute and contest such lien diligently and by appropriate legal proceedings which will prevent the enforcement of the matter under contest and will not impair the lien of this Trust Deed or interfere with the normal conduct of business on the Mortgaged Premises. On final disposition of such contest, any cash or securities in possession of Holder not required to pay or discharge or assure compliance with the matter contested shall be returned to Mortgagor without interest.

12. Right of Trustee or Holder to Perform Mortgagor's Covenants, Etc. If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, Trustee or Holder, without waiving or releasing any obligation or default, may (but shall be under no obligation to), at any time thereafter, upon prior written notice to Mortgagor and failure of Mortgagor to make such payment or perform such act within any applicable cure period provided herein, make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Trustee or Holder, may be necessary or appropriate therefor. All sums so paid by Trustee or Holder and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the Default Interest Rate, shall constitute so much additional indebtedness hereby secured and shall be paid by Mortgagor to Holder on demand. Trustee or Holder, in making any payment authorized under this Paragraph 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 or title or claim thereof.

13. After-Acquired Property. Any and all property hereafter acquired which is of the kind or nature herein provided and related to the property described in Exhibit "A," or intended to be and

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become subject to the lien hereof, shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Trust Deed as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by Trustee, execute and deliver any and all such further assurances, conveyances and assignments as Trustee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Trust Deed all such property.

14. Inspection by Trustee and Holder. Trustee and Holder and their respective agents shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose.

15. Subrogation. Mortgagor acknowledges and agrees that Trustee shall be subrogated to any lien discharged out of the proceeds of the loan evidenced by the Note or out of any advance by Trustee hereunder, irrespective of whether or not any such lien may have been released of record.

16. Environmental Matters.

(a) Definitions: As used herein, the following terms shall have the following meanings:

(i) "Environmental Laws" means all federal, state and local statutes, laws, rules, regulations, ordinances, requirements, or rules of common law, including but not limited to those listed or referred to in paragraph (b) below, any judicial or administrative interpretations thereof, and any judicial and administrative consent decrees, orders or judgments, whether now existing or hereinafter promulgated, relating to public health and safety and protection of the environment.

(ii) "Hazardous Materials" means any above or underground storage tanks, flammables, explosives, accelerants, asbestos, radioactive materials, radon, urea formaldehyde foam insulation, lead-based paint, polychlorinated biphenyls, petroleum or petroleum based or related substances, hydrocarbons or like substances and their additives or constituents, methane, solid wastes, refuse, garbage, construction debris, rubble, hazardous materials, hazardous wastes, toxic substances or related materials, and including, without limitation, substances now or hereafter defined as "hazardous substances", "hazardous materials", "toxic substances", "solid waste", or "hazardous wastes" in The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et. seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986 (P.L. 99-499, 42 U.S.C.), The Toxic Substance Control Act of 1976 as amended, (15 U.S.C. §2601 et. seq.), The Resource Conservation and Recovery Act, as amended (42 U.S.C.

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§6901, et. seq.), The Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801, et. seq.), The Clean Water Act, as amended (33 U.S.C. §1251, et. seq.), The Clean Air Act, as amended (42 U.S.C. §7401 et. seq.), The Illinois Environmental Protection Act, as amended (415 ILCS 5/1 et. seq.), any so-called "Superfund" or "Superlien" law or any other applicable federal, state or local law, common law, code, rule, regulation, or ordinance, presently in effect or hereafter enacted, promulgated or implemented.

(iii) "Environmental Liability" means any losses, liabilities, obligations, penalties, charges, fees, claims, litigation demands, defenses, costs, judgments, suits, proceedings, response costs, damages (including consequential damages), disbursements or expenses of any kind or nature whatsoever (including court costs, attorneys' and experts' reasonable fees and disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding, including, at trial and appellate levels) which may at any time actually be imposed upon, incurred by or asserted or awarded against Trustee or any of Trustee's parent or subsidiary corporations, and their affiliates, shareholders, directors, officers, employees, contractors, attorneys, agents or other representatives (collectively "Affiliates"), and Holder, its heir(s), executor(s), legal representative(s), successor(s) or assign(s), directly or indirectly in connection with, arising from or attributable to:

a. any Hazardous Materials on, in, under or affecting all or any portion of the Mortgaged Premises, the groundwater, or any surrounding areas;

b. any misrepresentation, inaccuracy or breach of any warranty, covenant and agreement not cured within the applicable cure period, if any, contained or referred to in this Paragraph not cured within any applicable cure period;

c. any violation or claim of violation by Mortgagor of any Environmental Laws;

d. the imposition of any lien against the Mortgaged Premises for damages caused by, or the recovery of any costs for, the cleanup, release or threatened release of Hazardous Materials;

e. the enforcement of this Trust Deed or the assertion by Mortgagor of any defense to its obligations hereunder;

f. the costs of Remedial Work (as defined below) or other removal of any and all Hazardous Materials from all or any portion of the Mortgaged Premises or any

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surrounding areas;

g. costs incurred to comply, in connection with all or any portion of the Mortgaged Premises or any surrounding areas, with all Environmental Laws with respect to Hazardous Materials; and

h. the participation of Trustee or Holder (as a party or otherwise), in any legal proceedings or actions initiated in connection with any Environmental Laws and relating to the Mortgaged Premises by any person, agency or entity (governmental or otherwise).

(b) Indemnity. Mortgagor hereby agrees to indemnify, defend (at trial and appellate levels and with counsel acceptable to Trustee and Holder and at Mortgagor's sole cost) and hold Trustee and its successors or assignees and Affiliates and Holder, its heir(s), executor(s), legal representative(s), successor(s) or assign(s) free and harmless from and against any Environmental Liability.

(c) Mortgagor's Covenants. Mortgagor hereby covenants and agrees with Trustee and Holder as follows:

(i) Compliance. The Mortgaged Premises and the use and operation thereof, shall comply with all Environmental Laws. All required governmental permits and licenses shall remain in effect, and Mortgagor shall comply therewith.

(ii) Absence of Hazardous Materials. No Hazardous Materials shall be introduced, handled, used, generated, manufactured, produced, stored, released, discharged, or disposed of on, under or about the Mortgaged Premises or transported to or from the Mortgaged Premises.

(iii) Proceedings and Actions. Mortgagor shall immediately notify Trustee and Holder of all complaints, claims, citations, demands, inquiries, reports or notices (collectively "Information") relating to the condition of the Mortgaged Premises, compliance with Environmental Laws or loss or injury resulting from any Hazardous Materials, including, without limitation, Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of any part of the Mortgaged Premises that could cause the Mortgaged Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transferability or use of any part of the Mortgaged Premises under any Environmental Laws. If any Information shall be in writing, Mortgagor shall immediately provide Trustee and Holder with a copy thereof. Mortgagor shall keep the Mortgaged Premises free of any liens imposed pursuant to any Environmental Laws.

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(iv) Environmental Audit. Mortgagor shall provide such information and certifications which Trustee or Holder may reasonably request from time to time to insure Mortgagor's compliance with this Paragraph. To investigate Mortgagor's compliance with Environmental Laws and with this Paragraph, Trustee and Holder shall have the right, upon reasonable prior, written notice to Mortgagor, but no obligation, to enter upon the Mortgaged Premises during normal business hours, take samples, review Mortgagor's books and records, interview Mortgagor's employees and officers, and conduct similar activities. Mortgagor shall cooperate in the conduct of such an audit.

(v) Remediation.

a. In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature whatsoever (the "Remedial Work") is reasonably necessary under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of Hazardous Materials in or into the air, soil, ground water, surface water or soil vapor at, on, about, under or within the Mortgaged Premises, or any portion thereof, the Mortgagor shall within thirty (30) days after written demand for performance thereof by the Trustee or Holder or other party or governmental entity or agency (or such shorter period of time as may be required under any applicable law, regulation, order, or agreement), commence to perform, or cause to be commenced, and thereafter diligently prosecuted to completion, all such Remedial Work. All Remedial Work shall be performed by one or more contractors, approved in advance in writing by the Trustee or Holder, and under the supervision of a consulting engineer approved in advance in writing by the Trustee or Holder. In the event that the Mortgagor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, the Trustee or Holder may, but shall not be required to, cause such Remedial Work to be performed and all costs and expenses thereof incurred in connection therewith shall become part of the Environmental Liability secured hereby.

b. Without the prior written consent of Trustee or Holder, which shall not be unreasonably withheld, Mortgagor shall not take any remedial action in response to the presence of any Hazardous Materials, on, under, or about the Mortgaged Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials claims. Said

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consent may be withheld, without limitation, if the Trustee or Holder, in their reasonable judgment, determine that said remedial action, settlement, consent, or compromise might impair the value of the security of Trustee or Holder hereunder; provided, however, that the prior consent of Trustee or Holder shall not be necessary in the event that the presence of Hazardous Materials in, on, under or about the Mortgaged Premises, or any portion thereof, either poses an immediate threat to the health, safety, or welfare of any individual or is of such a nature that an immediate remedial response is necessary, and it is not possible to obtain the consent of Trustee and Holder before taking such action, provided that in such event the Mortgagor shall notify Trustee and Holder as soon as practicable of any action so taken. Trustee and Holder shall not withhold consent, when such consent is required hereunder, if either (a) a particular remedial action is ordered by a court of competent jurisdiction or (b) the Mortgagor establishes to the reasonable satisfaction of Trustee and Holder that there is no reasonable alternative to such remedial action that would result in materially less impairment of the security of Trustee and Holder hereunder.

(d) Trustee's Right to Rely. Trustee is entitled to rely upon Mortgagor's representations and warranties contained in any of the documents evidencing or securing the Loan (the "Security Documents") despite any independent investigations by Trustee or Holder or their respective consultants. Mortgagor shall take reasonable actions to determine for itself, and to remain aware of, the environmental condition of the Mortgaged Premises and shall have no right to rely upon any environmental investigations or findings made by Trustee or Holder or their respective consultants.

(e) Waiver. Mortgagor, its successors and assigns, hereby waives, releases and agrees not to make any claim or bring any cost recovery action against Trustee or Holder under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted. It is expressly understood and agreed that to the extent that Trustee or Holder is strictly liable under any Environmental Laws, Mortgagor's obligations to Trustee or Holder under this Paragraph shall likewise be without regard to fault on the part of Mortgagor with respect to the violation or condition which results in liability to Trustee or Holder.

(f) Interest. Any amount claimed hereunder by Trustee or Holder, not paid by Mortgagor within 30 days after written demand from Trustee or Holder with an explanation of the amounts claimed, shall bear interest at a rate per annum equal to the Default Interest Rate under the Note.

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## 17. Transfer of the Mortgaged Premises.

(a) In determining whether or not to make the loan secured hereby, Trustee and Holder have examined the credit-worthiness of Mortgagor, found it acceptable and relied and continue to rely upon same as the means of repayment of the loan. Mortgagor is well-experienced in borrowing money and owning and operating property such as the Mortgaged Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor recognizes that Trustee and Holder are entitled to keep its loan portfolio at market interest rates by either making new loans at such rate or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary or junior financing placed upon the Mortgaged Premises, (a) may divert funds which would otherwise be used to pay the Note secured hereby, (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Trustee and/or Holder to take measures and incur expenses to protect its security, (c) would detract from the value of the Mortgaged Premises should Trustee or Holder come into possession thereof with the intention of selling same; and (d) impair the right of Trustee or Holder to accept a deed in lieu of foreclosure, as a judicial foreclosure initiated by Trustee or Holder would be necessary to clear the title to the Mortgaged Premises.

(b) In accordance with the foregoing and for the purposes of (i) protecting the security of Trustee and Holder, both of repayment by Mortgagor and in the value of the Mortgaged Premises; (ii) giving Trustee and Holder the full benefit of its bargain and contract with Mortgagor; (iii) allowing Trustee and Holder to raise the interest rate and/or collect assumption fees; and (iv) keeping the Mortgaged Premises free of subordinate financing liens, Mortgagor agrees that if this Paragraph be deemed a restraint on alienation, that it is a reasonable one, and Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, trust deed, lease, pledge, encumbrance or other transfer of, or the granting of any option in, or any contract for any of the foregoing (on an installment basis or otherwise) pertaining to:

(i) the Mortgaged Premises, any part thereof, or any interest therein; or

(ii) the beneficial interest in Trustee 1104329;

whether involuntary or by operation of law or otherwise, without the prior written consent of Trustee and Holder having been obtained to such sale, assignment, conveyance, mortgage, lease, option, pledge, encumbrance or other transfer. Mortgagor agrees that in the event the ownership of the

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Mortgaged Premises, any interest therein or any part thereof becomes vested in a person other than Mortgagor, Trustee or Holder may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Trust Deed, the Note, and any other document evidencing the indebtedness secured hereby, without in any way vitiating or discharging Mortgagor's liability hereunder or under any other document evidencing the indebtedness secured hereby. No sale of the Mortgaged Premises, forbearance granted to any person with respect to this Trust Deed, or extension to any person of the time for payment of the Note given by Trustee or Holder shall operate to release, discharge, modify, change or affect the liability of Mortgagor, either in whole or in part, except to the extent specifically agreed in writing by Trustee or Holder. Without limitation of the foregoing, in any event in which the written consent of Trustee is required in this Paragraph 17, Trustee may condition its consent upon any combination of (i) the payment of compensation to be determined by Trustee, (ii) the increase of the interest rate payable under the Note, (iii) the shortening of maturity of the Note, and (iv) other modifications of the terms of the Note or the other instruments evidencing the indebtedness secured hereby.

(c) Without limitation of the foregoing, (i) in any event in which the consent of Trustee or Holder is requested in accordance with the terms of this Paragraph 17, Mortgagor shall pay all expenses incurred by Trustee or Holder, including reasonable attorneys' fees, in connection with the processing of such request, and (ii) the consent of Trustee or Holder to any transfer of the Mortgaged Premises shall not operate to release, discharge, modify, change or affect the liability of Mortgagor, either in whole or in part.

(d) In addition to obtaining the prior consent of Trustee or Holder to any lease of all or any portion of the Mortgaged Premises, Mortgagor, upon written request of Trustee or Holder, shall provide Trustee and Holder with leasing status reports for the Mortgaged Premises as of December 31st of each year, not later than January 31st of the following year. Mortgagor shall not cancel any existing lease prior to the expiration of the term of said lease or modify any existing lease without the prior written consent of Trustee or Holder.

18. Future Financial Statements. Mortgagor, upon written request of Trustee or Holder, shall furnish to Trustee and Holder each of the following financial statements:

(a) Within ninety (90) days after the end of each of its fiscal years, a financial statement of the Mortgaged Premises, certified by Beneficiary, which shall consist of a balance sheet, a detailed cash flow statement, an operating statement and surplus reconciliation covering the period from the end of

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Mortgagor's immediately preceding fiscal year to the end of such fiscal year; and

(b) Within ninety (90) days of the end of each calendar year, year end personal financial statements for the Beneficiary.

Trustee, its officers, employees and representatives, and Holder shall have the right at any time to examine, copy and make extracts of the books and records of Mortgagor. Such books and records shall be made available to Trustee, its officers, employees, agents and representatives, and Holder at all reasonable times at Mortgagor's corporate offices or at such other location as Trustee or Holder shall approve. Mortgagor agrees to furnish to Trustee or Holder not more than thirty (30) days following written request from Trustee or Holder such other reports, financial statements and other financial information concerning Mortgagor as Trustee or Holder may from time to time request.

19. Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) Default in making payment when due (whether by lapse of time, acceleration, or otherwise) of the principal of or interest on the Note or any other indebtedness hereby secured;

(b) Any violation of Paragraph 7 or any violation of Paragraph 18 hereof;

(c) The Mortgaged Premises is abandoned by the Mortgagor;

(d) Default in the observance or performance of any other covenant, condition, agreement or provisions hereof or of the Note or any additional Loan Document which is not remedied within thirty (30) days after written notice thereof to Mortgagor by Trustee or Holder;

(e) Any representation or warranty made by the Mortgagor or the makers of the Note herein or in the Note or any Loan Documents or in any statement or certificate furnished pursuant hereto or thereto proves untrue in any material respect as of the date of the issuance or making thereof;

(f) Trustee #1104329 or Beneficiary becomes insolvent or bankrupt or admits in writing its or their inability to pay its or their debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for any of them or for the major part of the property of any of them;

(g) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief

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under any bankruptcy laws or laws for the relief of debtors are instituted voluntarily by or involuntarily against the Trustee #1104329 or Beneficiary and, if instituted involuntarily against Trustee #1104329 or Beneficiary, are not dismissed within sixty (60) days after such institution; or

(h) Any judgment or judgments, writ or writs or warrant or warrants of attachment or any similar process or processes in an aggregate amount in excess of \$25,000.00 shall be entered or filed against Trustee #1104329, Beneficiary or against any of their respective property or assets, and remains unsatisfied, unvacated, unbonded or unstayed for a period of forty-five (45) days.

20. Remedies. When any Event of Default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument) and in addition to such other rights as may be available under applicable law, or under any other Loan Document, but subject at all times to any mandatory legal requirements:

(a) Acceleration. Trustee or Holder may, by written notice to Mortgagor, declare the Note and all unpaid indebtedness hereby secured, including interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) Uniform Commercial Code. Holder shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation, the right to the possession of any such property or any part thereof, and the right to enter with legal process any premises where any such property may be found. Any requirement of said Code for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The expenses of retaking, selling and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the Default Interest Rate.

(c) Foreclosure. Trustee or Holder may proceed to protect and enforce the rights of Trustee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any

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agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Trust Deed. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness hereby secured in the decree of sale, all expenditures and expenses authorized by the Illinois Trust Deed Foreclosure Law, 735 ILCS 5/15-1101 et seq., as from time to time amended (the "Act") and all other reasonable expenditures and out-of-pocket expenses which may be paid or incurred by or on behalf of Trustee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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, and similar data and assurance with respect to title as Trustee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Mortgaged Premises. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Mortgaged Premises and rents and income therefrom and the maintenance of the lien of this Trust Deed, including the reasonable fees of any attorney employed by Trustee or Holder in any litigation or proceedings affecting this Trust Deed, the Note or the Mortgaged Premises, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional indebtedness hereby secured and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Interest Rate until paid.

(d) Appointment of Receiver. Trustee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or Beneficiary or the then value of the Mortgaged Premises, be entitled to have a receiver appointed pursuant to the Act of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom,

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and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(e) Taking Possession, Collecting Rents, Etc. Upon demand by Trustee or Holder, Mortgagor shall surrender to Trustee or Holder, and Trustee or Holder may enter and take possession of the Mortgaged Premises or any part thereof personally, by its agents or attorneys or be placed in possession pursuant to court order as mortgagee in possession or receiver as provided in the Act, and Trustee or Holder, in its discretion, personally, by its agents or attorneys or pursuant to court order as mortgagee in possession or receiver as provided in the Act may enter upon and take and maintain possession of all or any part of the Mortgaged Premises, together with all documents, books, records, papers, and accounts of Mortgagor relating thereto, and may exclude Mortgagor and any agents and servants thereof wholly therefrom and may, on behalf of Mortgagor, or in its own name as Trustee and under the powers herein granted:

(i) hold, operate, manage and control all or any part of the Mortgaged Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Mortgaged Premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(ii) cancel or terminate any lease or sublease of all or any part of the Mortgaged Premises for any cause or on any ground that would entitle Mortgagor to cancel the same;

(iii) elect to disaffirm any lease or sublease of all or any part of the Mortgaged Premises made subsequent to this Trust Deed without Trustee's prior written consent;

(iv) extend or modify any then existing leases and make new leases of all or any part of the Mortgaged Premises, which extensions, modifications, and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Note and the



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issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Mortgaged Premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness hereby secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(v) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Mortgaged Premises as may seem judicious to Trustee or Holder, to insure and reinsure the Mortgaged Premises and all risks incidental to Trustee's possession, operation and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

(vi) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Mortgaged Premises, to the payment of taxes, premiums and other charges applicable to the Mortgaged Premises, or in reduction of the indebtedness hereby secured in such order and manner as Trustee or Holder shall select.

Nothing herein contained shall be construed as constituting Trustee a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Premises. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate, conserve and improve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Trustee and Holder hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any reasonable receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby, which expenses Mortgagor promises to pay upon demand together with interest at the rate applicable to the Note at the time such expenses are incurred. Trustee or Holder shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Trustee or Holder. Without taking possession of the Mortgaged Premises, Trustee or Holder may, in the event the Mortgaged Premises become vacant or are abandoned, take

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such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all reasonable costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the Default Interest Rate.

## 21. Compliance with Illinois Mortgage Foreclosure Law.

(a) In the event that any provision in this Trust Deed shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Trust Deed, but shall not invalidate or render unenforceable any other provision of this Trust Deed that can be construed in a manner consistent with the Act.

(b) If any provision of this Trust Deed shall grant to Trustee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Trustee under the Act in the absence of said provision, Trustee shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all reasonable expenses incurred by Trustee or Holder to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act (or any successor provisions), whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Paragraphs 21(c) or 24 of this Trust Deed, shall be added to the indebtedness secured by this Trust Deed or by the judgment of foreclosure.

22. Waiver of Right to Redeem from Sale . Waiver of Appraisalment, Valuation, Etc. Mortgagor shall not and will not apply for or avail itself of any reinstatement, 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 or foreclosure of this Trust Deed, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Trustee or Holder may determine. Trustee or Holder shall have the right to become the purchaser at any sale made under or by virtue of this instrument, and Trustee or Holder so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Trustee or Holder with the amount

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payable to Trustee or Holder out of the net proceeds of such sale. In the event of any such sale, the Note and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor acknowledges that the Mortgaged Premises does not constitute agricultural real estate, as defined in Section 15-1201 of the Act (or any successor provision), or residential real estate, as defined in Section 15-1219 of the Act (or any successor provision). To the fullest extent permitted by law, Mortgagor, pursuant to Section 15-1601(b) of the Act (or any successor provision), hereby voluntarily and knowingly waives any and all rights of redemption on behalf of Mortgagor, and each and every person acquiring any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Trust Deed, and on behalf of all other persons to the extent permitted by applicable law.

23. Costs and Expenses of Foreclosure. 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 Holder for reasonable attorneys' 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 the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies and similar data and assurances with respect to title as Trustee or Holder may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, and all of which expenditures shall become so much additional indebtedness secured hereby which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Default Interest Rate.

24. Insurance After Foreclosure. Wherever provision is made in the Trust Deed for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Trustee or Holder, or to confer authority upon Trustee or Holder to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Trustee or Holder shall continue in Trustee or Holder as judgment creditor or mortgagee until confirmation of sale. Upon confirmation of sale, Trustee or Holder shall be empowered to assign all policies of insurance to the purchaser at the sale.

25. Land Trust. The trust arrangement under which Trustee

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#1104329 has been established constitutes a "land trust" as said term is defined in Section 15-1205 of the Act.

26. Protective Advances. All reasonable advances, disbursements and expenditures made by Trustee or Holder before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Trust Deed or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to or any successor provisions:

(a) all advances by Trustee or Holder in accordance with the terms of this Trust Deed to: (i) preserve or maintain, repair, restore or rebuild the improvements upon the Mortgaged Premises; (ii) preserve the lien of this Trust Deed or the priority thereof; or (iii) enforce this Trust Deed, as referred to in subsection (b)(5) of Section 15-1302 of the Act;

(b) payments by Trustee or Holder of: (i) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Premises or any part thereof; (ii) any other obligations authorized by this Trust Deed; or (iii) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(c) advances by Trustee or Holder in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(d) reasonable attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Trust Deed as referred to in Section 1504 (d)(2) and 15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against Trustee or Holder for the enforcement of this Trust Deed or arising from the interest of Trustee hereunder; or (iii) in the preparation for the commencement or defense of any such foreclosure or other action;

(e) fees and costs, including reasonable attorneys' fees, of Trustee or Holder arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;

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(f) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Trust Deed;

(g) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 15-1512 of the Act;

(h) expenses incurred and expenditures made by Trustee or Holder for any one or more of the following: (a) premiums for casualty and liability insurance paid by Trustee or Holder, whether or not Trustee, Holder or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation of maintaining existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Premises imposed by Subsection (c)(1) of Section 15-1704 of the Act; (b) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (c) payments required or deemed by Trustee or Holder to be for the benefit of the Mortgaged Premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Premises; (d) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Premises is a member in any way affecting the Mortgaged Premises; (e) pursuant to any lease or other agreement for occupancy of the Mortgaged Premises.

All Protective Advances shall be so much additional indebtedness secured by this Trust Deed, and shall become immediately due and payable without notice and with interest thereon at the Default Interest Rate from the date of the advance until paid.

Pursuant to Section 15-1302(b) (5) of the Act, this Trust Deed shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Trust Deed is recorded.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(i) the amount of indebtedness secured by this Trust Deed at any time;

(ii) the indebtedness found due and owing to

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Trustee or Holder in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act;

(iv) the application of income in the hands of any receiver or mortgagee in possession; and

(v) the computation of any deficiency judgment pursuant to Subsections (b) (2) and (c) of Sections 15-1502 of the Act.

27. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Premises shall be distributed in the following order of priority: First, the reasonable expenses of sale; Second, all costs and expenses incident to the foreclosure or other proceedings permitted under the Act or hereunder; Third, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Note with interest thereon as herein provided; Fourth, to all interest on the Note; Fifth, to all principal on the Note with any surplus to whomsoever shall be lawfully entitled to same.

28. Trustee's Remedies Cumulative - No Waiver. No remedy or right of Trustee shall be exclusive but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Trustee.

29. Trustee or Holder Party to Suits. If Trustee or Holder shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Trustee or Holder under this Trust Deed (including probate and bankruptcy proceedings), or if Trustee or Holder employs an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Trustee or Holder shall incur any costs or expenses in preparation for the commencement of any foreclosure proceeding or for the defense of

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any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Trustee or Holder, immediately and without demand, all reasonable costs, charges, expenses and attorneys' fees incurred by Trustee or Holder in any such case, and the same shall constitute so much additional indebtedness hereby secured payable upon demand with interest at the Default Interest Rate.

30. Modifications Not To Affect Lien. Trustee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its discretion release any part of the Mortgaged Premises of any person liable for any of the indebtedness hereby secured, may extend the time of payment of any of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, without in any way affecting or impairing the liability of any party liable upon any of the indebtedness hereby secured or the priority of the lien of this Trust Deed upon all of the Mortgaged Premises not expressly released, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto).

31. Notices. All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) three business days after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private courier service, or (iv) on the day on which the party to whom such notice is addressed refuses delivery by mail or by private courier service and (b) addressed as follows:

To Trustee: 171 North Clark Street  
Chicago, Illinois 60601  
Attention: Release Department

To Holder: Ms. Claire J. Meyers-Sugarman  
Consolidated International Corporation  
4501 South Western Boulevard  
Chicago, Illinois 60609

To Trustee #1104329: 171 North Clark Street  
Chicago, Illinois 60601  
Attention: Land Trust Department

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With copy to: Joseph E. Davis, Esq.  
Joseph E. Davis P.C.  
300 W. Washington St., #1501  
Chicago, Illinois 60606

or to each such party at such other addresses as such party may designate in a written notice to the other parties.

32. Partial Invalidity. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Trust Deed invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Trust Deed shall be held to be invalid or unenforceable, the validity and enforceability of the other terms of this Trust Deed shall in no way be affected thereby.

33. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Trust Deed contained by or on behalf of Mortgagor, or by or on behalf of Trustee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

34. Default Interest Rate. For purposes of this Trust Deed, "Default Interest Rate" shall mean the "Default Interest Rate" as defined in the Note.

35. Headings. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

36. Changes, Etc. This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

37. Governing Law. This Trust Deed shall be governed by and construed under the laws of the State of Illinois.

38. Business Loan. Mortgagor represents, covenants, agrees and warrants that all proceeds of the Loan evidenced by the Notes will be used for the purposes specified in 815 ILCS 205/4(1)(c), and that the indebtedness secured hereby constitutes a business loan which comes within the purview of 815 ILCS 205/4(1)(c).

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

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40. THIS IS A PURCHASE MONEY TRUST DEED.

41. Exculpation. This Trust Deed is executed by The Chicago Trust Company, not personally but as Trustee under Trust No. 1104329 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on said Trustee 1104329 personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee under Trust #1104329 personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of Beneficiary or of any guarantors of the indebtedness hereby secured, or by proceeding against any other collateral security therefor.


IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

ATTEST:

By: [Signature]  
Its: Asst. Secretary

By: [Signature]  
Its: Asst. Vice President

The Chicago Trust Company, not personally but as Trustee under Trust No. 1104329



[Signature]  
George R. Smith

[Signature]  
Connie K. Smith

SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

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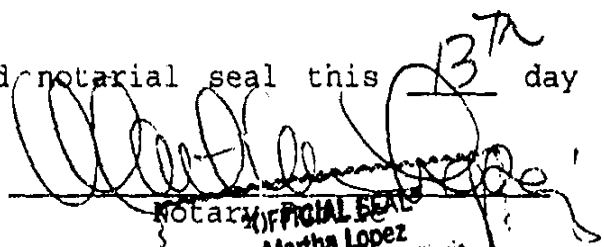
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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KAREN MICHEL & LYNDA S. BARRIE and ~~John J. Frattioni~~ Secretary of The Chicago Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such officers for the uses and purposes therein set forth, and as the free and voluntary act of The Chicago Trust Company.

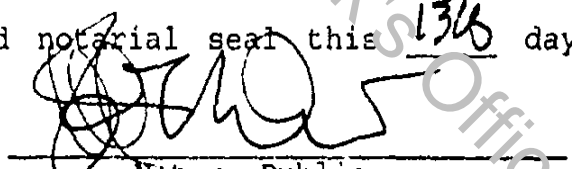
Given under my hand and notarial seal this 13<sup>th</sup> day of August, 1997.

  
Notary Public  
Martha Lopez  
Notary Public, State of Illinois  
My Commission Expires 4/8/99

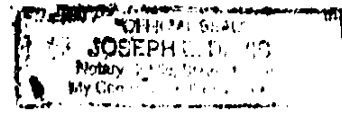
STATE OF ILLINOIS )  
 ) ss  
COUNTY OF C O O K )

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


Given under my hand and notarial seal this 13<sup>th</sup> day of August, 1997.

  
Notary Public

Identification No. 801200

  
JOSEPH D. [unclear]  
Notary Public, State of Illinois  
My Commission Expires [unclear]

The Chicago Trust Company, Trustee

By:   
Assistant Secretary

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## EXHIBIT "A"

### LEGAL DESCRIPTION

That part of the South 3/4 of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the East line of Western Avenue Boulevard and a line parallel to and 293.45 feet South of the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 6; thence East along said parallel line, a distance of 374.28 feet to a line parallel to and 90 feet West of the East line of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 6 aforesaid; thence South along said parallel line 252.33 feet to a point of tangency of a curve of 340.53 foot radius convex to the Southeast; thence Southwesterly on said curve to its intersection with a line parallel to and 642.01 feet South of the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 6 aforesaid; thence West along said parallel line 360.56 feet to the East line of the Western Avenue Boulevard; thence North along said East line 348.56 feet to the place of beginning (except the Northerly 60 feet thereof) in Cook County, Illinois.

Common Address: 4613 South Western Boulevard  
Chicago, Illinois 60609

Permanent Index No.: 20-06-302-023

801200

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## EXHIBIT "B"

### PERMITTED EXCEPTIONS

1. General real estate taxes for the final installment of 1996 general real estate taxes and subsequent years.

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EXHIBIT "C"

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 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.

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.

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