

RECORDED

RECORDED

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Beverly Trust Company
REGISTER OF DEEDS
OF COOK COUNTY, ILLINOIS

Beverly Trust Company
REGISTER OF DEEDS
OF COOK COUNTY, ILLINOIS

09/19/97 15149129 REC
05/19/97 11349129 REC
STATE RECORD FOR ILLINOIS
01/11/97 01.00

FOR RECORDER'S USE ONLY

TRUST DEED

THIS INDENTURE, made this 20th day of April, 1997, between GEORGE PAZERA, married to Shirley J. Pazera, his Wife, herein referred to as "First Party" and SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, an Illinois Banking Corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS Beverly Trust Company, Palos Bank & Trust Company, Standard Bank & Trust Company, as Trustees, and Midlothian Sports & Cycle, Inc., Paw Paw Lake Sports & Marina, Inc., and Harbor Sports & Cycle, Inc., ("Borrowers") have concurrently herewith executed an installment note bearing even date herewith made payable to THE ORDER OF SOUTHWEST FINANCIAL BANK AND TRUST COMPANY and delivered, in and by which Note the Borrowers promise to pay out of that portion of the trust estate subject to the Trust Agreement and hereinafter specifically described, the principal sum of ONE MILLION ONE HUNDRED THOUSAND (\$1,100,000.00) DOLLARS, according to the terms of said Note.

NOW, THEREFORE, First Party to secure the obligations contained on said Note including, but not limited to, the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate:

PARCEL 1:

LOTS 39 (EXCEPT THE WEST 15 FEET THEREOF) AND LOT 40 (EXCEPT THE WEST 15 FEET THEREOF) IN ROBERTSON'S FOURTH ADDITION TO MIDLOTHIAN, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD LAND, IN COOK COUNTY, ILLINOIS.

which commercial property is commonly known as 147TH & Pulaski, Midlothian, Illinois 60445, and has a Property Index Number of 28-11-301-002-0000 and 28-11-301-003-0000 which, with the property hereinafter described, is referred to herein as the "Premises".

LIBER 1808 PAGE 650

LIBER 1834 PAGE 122

Box 387

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TOWNSHIP OF BENTON, BERRIEN COUNTY, MICHIGAN

PARCEL No. 2:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 18, WEST DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF SAID SECTION 31, 495 FEET SOUTH OF THE EAST QUARTER POST OF SAID SECTION, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION, 165 FEET, THENCE NORTH 89° 29' WEST (PER SURVEY NORTH 89° 34' 30" WEST) ON A LINE THAT IS PARALLEL TO AND 660 FEET SOUTH OF THE EAST AND WEST QUARTER LINE OF SAID SECTION, 435.3 FEET, THENCE NORTH 165 FEET, THENCE SOUTH 89° 29' EAST (PER SURVEY SOUTH 89° 34' 30" EAST) 435.3 FEET TO THE PLACE OF BEGINNING.

which commercial property is commonly known as 2188 M-139, Benton Harbor, Michigan 49022, and has a Property Index Number of 11-03-031-0041-01-6 which, with the property hereinafter described, is referred to herein as the "Premises".

TOWNSHIP OF COLOMA, BERRIEN COUNTY, MICHIGAN

PARCEL No. 3:

THAT PART OF THE EAST FRACTIONAL HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 17 WEST, DESCRIBED AS FOLLOWS: BEGINNING 988.5 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 16, THENCE WEST 183 FEET, THENCE SOUTH 50 FEET, THENCE EAST 50 FEET, THENCE SOUTH TO THE CENTER OF PAW PAW LAKE ROAD, THENCE NORTH 76° 34' EAST ALONG THE CENTER OF SAID PAW PAW LAKE ROAD TO THE EAST LINE OF SAID SECTION 16, THENCE NORTH ALONG SAID EAST LINE OF SAID SECTION 16 TO THE PLACE OF BEGINNING; ALSO COMMENCING 827.5 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 16, THENCE WEST 183 FEET, THENCE SOUTH 161 FEET, THENCE EAST 183 FEET, THENCE NORTH 161 FEET TO THE PLACE OF BEGINNING.

which commercial property is commonly known as 5509 Paw Paw Lake Road, Coloma, Michigan 49038, and has a Property Index Number of 11-08-0016-0032-01-6 and 11-08-0016-0032-02-4 which, with the property hereinafter described, is referred to herein as the "Premises".

PARCEL No. 4:

PART OF THE NORTHEAST QUARTER OF THE SOUTH FRACTIONAL HALF OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 17 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 6.0 FEET NORTH OF THE CENTER OF SAID SECTION 16, THENCE NORTH 87° 58' 00" EAST 159.95 FEET TO THE CENTERLINE OF INTERLOCHEN ROAD AND THE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THENCE NORTH 87° 58' 00" EAST 148.45 FEET, THENCE SOUTH 35° 19' 00" EAST 387.0 FEET TO THE CENTERLINE OF PAW PAW LAKE ROAD, THENCE SOUTHWESTERLY ALONG SAID CENTERLINE 134.82 FEET TO THE CENTERLINE OF INTERLOCHEN ROAD, THENCE NORTHWESTERLY ALONG SAID INTERLOCHEN ROAD CENTERLINE 519.84 FEET TO THE PLACE OF BEGINNING.

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which commercial property is commonly known as 5510 Paw Paw Lake Road, Coloma, Michigan 49038, and has a Property Index Number of 11-08-0016-0024-01-3 which, with the property hereinafter described, is referred to herein as the "Premises".

PARCEL No. 5:

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 17 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 16, THENCE SOUTH 88° 56' 46" EAST ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 16 A DISTANCE OF 2640.42 FEET TO THE CENTER OF SAID SECTION 16, THENCE NORTH ALONG THE NORTH-SOUTH QUARTER LINE A DISTANCE OF 6.0 FEET TO THE POINT OF BEGINNING, THENCE NORTH 87° 54' 56" EAST A DISTANCE OF 160.84 FEET TO THE CENTER OF A 50 FOOT RIGHT-OF-WAY AS DESCRIBED IN VOLUME 121 OF MISCELLANEOUS, PAGE 131, THENCE SOUTH 35° 19' EAST ALONG THE CENTERLINE OF INTERLOCHEN ROAD A DISTANCE OF 374.20 FEET, THENCE SOUTH 56° 05' 26" WEST A DISTANCE OF 353.18 FEET, THENCE NORTH 56° 39' 15" WEST A DISTANCE OF 106.98 FEET, THENCE NORTH 0° 43' 14" EAST A DISTANCE OF 437.73 FEET TO THE POINT OF BEGINNING.

which commercial property is commonly known as 5510 Paw Paw Lake Road, Coloma, Michigan 49038, and has a Property Index Number of 11-08-0016-0024-03-0 which, with the property hereinafter described, is referred to herein as the "Premises".

TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on

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the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien of charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lighting or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee of the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note secured by this Trust Deed, if any, otherwise the highest lawful rate per annum. Inaction of Trustee or holders or the Note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so

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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.

3. At the option of the holders of the Note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and cost (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this Trust Deed, if any, otherwise at the highest lawful rate per annum, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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

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6. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands as payment, in whole or in part, of: (a) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and/or (b) the deficiency in a case of a sale and deficiency.

7. Trustee or the holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Note or Trust Deed. Trustee shall not be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof. Trustee shall not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee. Trustee may require indemnities satisfactory to it before exercising any power herein given.

9. 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. 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 conforms in substance with the description herein contained of the Note and which purports to be executed by the persons herein designated as the makers thereof. Where the release is requested of the original trustee, it may accept as the genuine Note herein described any Note which may be presented and which conforms in

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substance with the description herein contained or the Note and which purports to be executed by the persons herein designated as makers thereof.

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

11. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one note is used.

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

13. The Note provides for a late payment penalty.

14. First Party agrees that, in order more fully to protect the security of this Trust Deed, first party will deposit with the holder of the Note, on the first day of each month, beginning with first installment, one twelfth of the amount (as estimated by the holder of the note) which will be sufficient to pay taxes, special assessment and other charges on the real estate that will become due and payable during the ensuing year plus the amount necessary to purchase required insurance for one year. The holder of the note shall hold such monthly deposits in trust, without any allowance of interest, and shall use fund for the payment of such items when the same are due and payable. If at any time the fund so held by the holder of the Note is insufficient to pay any such item when the same shall become due, the holder of the Note shall advise first party of the deficiency and first party shall, within ten days after receipt of such notice, deposit with the holder of the Note such additional funds as may be necessary to pay such items. Failure to make any deposit when due shall be a breach of this mortgage. If at any time there be default in any of the provisions of this mortgage, the holder of the Note may at its option apply any money in the fund on any of the mortgage obligations and in such order and manner as it may elect.

15. It is expressly agreed and understood that in the event of transfer of title to real estate described herein or in the event present beneficiaries under the trust agreement assign their beneficial interest in the trust without first obtaining the written consent of the holder of the Note secured hereby, the entire balance due on the Note shall then become due and payable in full.

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16. If all or any part of the property covered by this Trust Agreement is commercial property, then First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, to the extent that such rights concern commercial property, on its own behalf and on behalf of each and every person, except decree or judgement creditors of the First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

GEORGE PAZERA

SHIRLEY J. PAZERA

[Signature of George Pazera]

[Signature of Shirley J. Pazera]

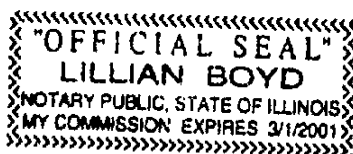
Attest:

ATTEST:

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that George Pazera, personally known to me to be the same person whose name is subscribed to the foregoing instrument acknowledged that he signed and delivered this instrument as his own free and voluntary act, and as the free voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of April, 1997.



[Signature of Lillian Boyd]
Notary Public

PREPARED BY, AND AFTER
RECORDING MAIL TO:

Maria Elena Hennigan
Southwest Financial Bank
and Trust Company
15330 S. La Grange Rd.
Orland Park, IL 60462

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8-11-12

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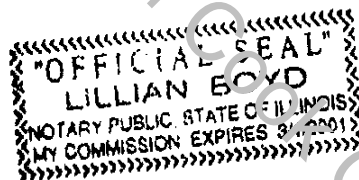
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid,
DO HEREEY CERTIFY that Whitley Payne personally known to me to be the
same person whose name is subscribed to the foregoing instrument acknowledged
that she signed and delivered this instrument as her own free and voluntary act,
and as the free voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of Sept 1997.

Lillian Boyd
Notary Public



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