

RIDER ATTACHED TO AND FULLY INCORPORATED AS PART OF TRUST DEED DATED APRIL 18, 1986 BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED APRIL 1, 1974 AND KNOWN AS TRUST NUMBER 32868, AS MORTGAGOR, AND CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE

In addition to the terms, conditions and provisions appearing in the printed form to which this Rider is attached and made a part thereof, the parties hereto further and additionally agree as follows:

17. WAIVER OF REDEMPTION.

THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF, AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OF JUDGMENT CREDITORS OF THE MORTGAGOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS TRUST DEED. MORTGAGOR DOES FURTHER REPRESENT THAT IT HAS BEEN AND IS AUTHORIZED AND EMPOWERED BY THE TRUST AGREEMENT AND BY ALL PERSONS HAVING A POWER OF DIRECTION OVER IT, AS SUCH TRUSTEE, TO EXECUTE THE FOREGOING WAIVER.

18. TAX DEPOSITS.

In order to assure the payment of real estate taxes and special assessments (taxes) becoming due on the said premises:

- (a) The Mortgagor shall deposit with the holder of the Note secured hereby, on the first day of each and every month, commencing with the date the first payment of principal and interest shall become due on the indebtedness hereby secured; an amount equal to one-twelfth (1/12th) of the general real estate taxes last levied against the said premises provided, that in the case of the first such deposit, there shall be deposited in addition, an amount equal to one-twelfth (1/12th) of such taxes next to become due on the premises multiplied by the number of months elapsed between the first day of the year succeeding the last year for which taxes on the premises have been paid, and the date of such first deposit. The amount of such deposits (herein generally called "tax deposits") shall be based upon the reasonable estimate of the holder of the Note secured hereby as to the amount of taxes next to be payable; and all tax deposits shall be held by the holder of the Note secured hereby without any allowance of interest thereon.
- (b) The holder of the Note secured hereby will, out of the tax deposits, upon the presentation of the holder of the Note secured hereby by the Mortgagor of the bills therefor, pay the tax, or will, upon presentation of receipted bills therefor, reimburse the Mortgagor for such payments made by the Mortgagor. If the total tax deposits on hand shall not be sufficient to pay all of the tax when the same shall become due, then Mortgagor shall pay to the holder of the Note secured hereby on demand, any amount necessary to make up the deficiency. If the total of the tax deposits exceeds the amount required to pay the tax such excess shall be credited on subsequent payments to be made for such items.
- (c) In the event of a default in any of the provisions contained in this Trust Deed, the holder of the Note secured hereby may, at its option, without being required so to do, apply any tax deposits on hand on any of the indebtedness hereby secured, in such order and manner as the holder of the Note secured hereby may elect. When the indebtedness hereby secured has been fully paid, then any remaining tax deposits shall be paid to the Mortgagor. All tax deposits are hereby pledged as additional security for the indebtedness hereby secured, and shall be held in trust to

3524104

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0001000

be irrevocably applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of the Mortgagor.

19. ADDITIONAL SECURITY.

As additional security for the payment of the Note secured by this Trust Deed (and the provisions of this Rider) and for the faithful performance of all of the terms and conditions contained in this instrument, Mortgagor has:

- (a) Executed and delivered contemporaneously herewith, to the holders of the Note secured by this instrument as Secured Party, a Security Agreement, together with supporting financing statements, creating a security interest in and to the items of personal property used in connection with the operation of the building, located or to be located on the subject premises and whether now owned or hereafter acquired. It is covenanted and agreed that a default under said Security Agreement shall constitute a default hereunder. Said Mortgagor covenants and agrees to execute and deliver to the holders of the Note secured hereby, such further instrument or instruments as may be necessary or required to perfect and continue the lien of said Security Agreement until the indebtedness is fully paid.
- (b) Executed and delivered to the holders of the Note secured by this instrument, an Assignment of Leases assigning to NORTH AMERICAN LIFE ASSURANCE COMPANY, a Canadian Corporation, all of its rights, title and interest as Lessor in and to any existing leases and in and to any leases hereafter negotiated and executed affecting the demised premises.
- (c) Executed and delivered to NORTH AMERICAN LIFE ASSURANCE COMPANY, a Canadian Corporation, an Assignment of Rents assigning all of its rights, title and interest in and to all rents and other charges accruing and to accrue from the operation of the demised premises.
- (d) Placed, purchased, paid for and shall, for the term of this Trust Deed, place, purchase, pay for and maintain, fire, extended coverage insurance for the full insurable value of the mortgaged premises, together with public hazard and liability, property damage, boiler insurance, flood insurance, as available, rent loss insurance to cover principal, interest and taxes for not less than twelve months, and other insurance coverage required by the terms of any lease assigned under either of the instruments described in subparagraphs (b) and (c) of Paragraph 19 preceding. These requirements shall be in addition to the obligations expressed in Paragraph 3 of the Trust Deed, and to this extent, the said provisions are hereby modified and extended. All original policies of insurance, whether required under Paragraph 3 of the Trust Deed or of the extended provisions of this subparagraph (d), shall be deposited with NORTH AMERICAN LIFE ASSURANCE COMPANY.
- (e) All policies of insurance shall have loss payable clauses directing payment of all loss proceeds exclusively to the Mortgagee, and shall be written by companies acceptable to Mortgagee or holders of the Note secured hereby.

20. FIRE OR CASUALTY.

In the event the improvements on the premises described herein are partially or wholly, damaged by fire or other casualty, the Mortgagor shall immediately notify the holder of the Note secured hereby, in writing. Any insurance proceeds receivable under any policy are hereby assigned to the holder of the Note secured hereby and shall be dealt with in the following manner:

3524104

UNOFFICIAL COPY

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

Property of Cook County Clerk's Office

10/10/2010

UNOFFICIAL COPY

0 3 5 2 4 1 0 4

- (a) In the event of any insured damage to or destruction of the premises described herein or any part thereof (herein called an "Insured Casualty") and if, in the reasonable judgment of the Mortgagee, the premises described herein can be restored to an architectural and economic unit of the same character and not less valuable than the same was prior to the Insured Casualty, and adequately securing the outstanding balance of the indebtedness and the insurers do not deny liability to the insureds, then, if no default under the Note or Trust Deed shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding (herein generally called "Restoring") the premises described herein or any part thereof subject to Insured Casualty, as provided for in Paragraph 22 hereof;
- (b) If in the reasonable judgment of Mortgagee the premises described herein cannot be restored to an architectural and economic unit as provided for in Subsection (a) above, then at any time from and after the Insured Casualty, upon thirty (30) days' written notice to Mortgagor, Mortgagee may declare the entire balance of the indebtedness to be, and at the expiration of such thirty (30) day period the indebtedness shall be and become immediately due and payable;
- (c) Except as provided for in Subsection (a) of this Paragraph 20, Mortgagee shall apply the proceeds of insurance (including amounts not required for Restoring effected in accordance with Subsection (a) above) consequent upon any Insured Casualty upon the indebtedness in such order or manner as the Mortgagee may elect; provided that no premium or penalty shall be payable in connection with any prepayment of the indebtedness made out of insurance proceeds as aforesaid;
- (d) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the Restoring of the premises described herein, Mortgagor hereby covenants to Restore the same to be of at least equal value and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the Mortgagee, which approval will not be unreasonably withheld;
- (e) Any portion of the insurance proceeds remaining after payment in full of the indebtedness shall be paid to Mortgagor or as ordered by a court of competent jurisdiction;
- (f) No interest shall be payable by Mortgagee on account of any insurance proceeds at any time held by Mortgagee.

21. CONDEMNATION.

The Mortgagor will give Mortgagee prompt notice of any proceedings, instituted or threatened, seeking condemnation or taking by eminent domain or any like process (herein generally called a "Taking"), of all or any part of the premises described herein, including damages to grade; and

- (a) Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any Award consequent upon any Taking;
- (b) If in the reasonable judgment of the Mortgagee the premises described herein can be restored to an architectural and economic unit of the same character and not less valuable than the premises described herein prior to such Taking and adequately securing the outstanding balance of the indebtedness, then if no default under the Note or Trust Deed shall have occurred and be then continuing, the Award shall be applied to reimburse Mortgagor for the cost of Restoring the portion of the premises described herein remaining after such Taking, as provided for in Paragraph 22 hereof;
- (c) If in the reasonable judgment of Mortgagee the premises described herein cannot be restored to an architectural and economic unit as provided for in Subsection (b) above, then at any time from and after the Taking, upon thirty (30) days' written notice to Mortgagor, Mortgagee may declare the entire balance of the indebtedness to be, and at the expiration of such

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00115000

thirty (30) day period the indebtedness shall be and become immediately due and payable;

- (d) Except as provided for in Subsection (b) of this Paragraph 21, Mortgagee shall apply any Award (including the amount not required for Restoration effected in accordance with Subsection (b) above) upon the indebtedness in such order or manner as Mortgagee may elect; provided that no premium or penalty shall be payable in connection with any prepayment of the indebtedness made out of any Award as aforesaid;
- (e) In the event that any Award shall be made available to the Mortgagor for Restoring the portion of the premises described herein remaining after a Taking, Mortgagor hereby covenants to Restore the remaining portion of the premises described herein to be of at least equal value and of substantially the same character as prior to such Taking, all to be effected in accordance with plans and specifications to be first submitted to and approved by Mortgagee, which approval will not be unreasonably withheld;
- (f) Any portion of any Award remaining after payment in full of the indebtedness shall be paid to Mortgagor or as ordered by a court of competent jurisdiction;
- (g) No interest shall be payable by Mortgagee on account of any Award at any time held by Mortgagee.

22. DISBURSEMENT OF INSURANCE PROCEEDS AND CONDEMNATION AWARDS.

In the event the Mortgagor is entitled to reimbursement out of insurance proceeds or any Award held by the Mortgagee, such proceeds shall be disbursed from time to time upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the Restoring, with funds (or assurances satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance or Award, to complete the proposed Restoring and with such architect's certificates, waivers of lien, contractor's sworn statements and such other evidences of cost and of payment as the Mortgagee may reasonably require and approve; and the Mortgagee may, in any event, require that all plans and specifications for such Restoring be submitted to and approved by the Mortgagee prior to commencement of work. No payment made prior to the final completion of the Restoring shall exceed ninety percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance or the Award shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagor for the purpose, shall be at least sufficient in the reasonable judgment of the Mortgagee to pay for the cost of completion of the Restoring, free and clear of all liens or claims for lien. The Mortgagee's approval of the plans and specifications shall not be unreasonably withheld.

23. OBLIGATIONS OF PARTIES IN POSSESSION.

The Mortgagor covenants and agrees, during the term of this loan, that all of the provisions, requirements and conditions of the Trust Deed, including those contained in this Rider, relating to the operation, maintenance and control of the premises, shall be binding upon and performed by any person or persons, corporation or other entity having physical possession, operation and control of the premises. Mortgagor expressly covenants that in any lease or other arrangement with any person or persons, corporation or entity in which possession, maintenance, operation and control of the property is conferred, there will be inserted effective and enforceable provisions and undertakings requiring such person or persons, corporation or other entity fully to perform and comply with all of the terms and conditions of this Trust Deed and Rider.

24. ANNUAL STATEMENTS.

Mortgagor covenants and agrees, during the term of this loan, to furnish to the holders and owners of the Note secured by this instrument, within sixty (60)

3524104

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/15/2011

days of the end of each operating year, detailed annual statements prepared by an independent accountant, showing the operation of the real estate described in this instrument. Annual statements required under the provisions of this Paragraph 22 shall include the financial data relevant to the ownership and operation of the real estate, and in the event the improvements thereon are operated by a lessee, the statements required shall include an audit of the operations of the lessee, which shall also be provided within sixty (60) days of the end of the operating year of the lessee. Each of such financial statements shall be comprehensive and reflect, in addition to other data, the following:

- Current rent roll, tenant roster.
- Gross rental income.
- Other income and source.
- Real estate taxes.
- Insurance.
- Operating expenses in reasonable detail.
- Depreciation deduction (for Federal Tax purposes).
- Federal Income Taxes.

In the event any such statement is not in form satisfactory to the holder of the Note, or any such statement is not furnished, the holder of the Note shall have the right to audit the books of the Mortgagor, the tenant and/or the Guarantor, if any, and the cost of such audit paid by the Mortgagor.

25. LITIGATION.

If any action or proceeding be commenced to which action or proceeding the holders of the Note or Trustee is made a party, or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the holders of the Note or Trustee for the expense of any litigation to prosecute or defend the rights and lien created by this Trust Deed, including reasonable counsel fees, shall become so much additional indebtedness secured hereby and immediately due and payable by Mortgagor, with interest thereon at the same rate per annum as the rate of interest payable on the Note.

26. USE OF LOAN PROCEEDS.

Mortgagor represents that it has been advised by the beneficiaries of Mortgagor that the proceeds of the Note secured by this Trust Deed shall be used for the purposes specified in Paragraph 4 of Section 1404 of Chapter 17 of the Illinois Revised Statutes (1981) and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said Paragraph.

27. SECURITY AGREEMENT AND FINANCING STATEMENT.

THIS TRUST DEED IS INTENDED BY THE PARTIES HERETO TO BE A SECURITY AGREEMENT AND A FINANCING STATEMENT WITHIN THE PURVIEW OF SECTION 9-402(6) OF THE UNIFORM COMMERCIAL CODE OF ILLINOIS (Illinois Revised Statutes, 1972 Supp., Chapter 26, Section 9-402(6).

The name of the Debtor is as follows:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but solely as Trustee under Trust Agreement dated April 1, 1974 and known as Trust Number 32868

The address of the Debtor is as follows:

33 North LaSalle Street
Chicago, Illinois 60602

The name and address of the Secured Party is as follows:

NORTH AMERICAN LIFE ASSURANCE COMPANY
105 Adelaide Street West
Toronto, Ontario, Canada M5H 1R1

The financing statement covers the following types or items of property:

3524104

712359

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

00000000

All machinery, equipment, material, appliances, fixtures, now or hereafter installed or placed by Mortgagor on the premises for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air-conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage and including all awnings, window shades, drapery rods and brackets, screens, floor coverings, incinerators, carpeting and all furniture and fixtures used in the operation of the premises, together with all additions to, substitutions for, changes in or replacements of the whole or any part of any or all of said articles of property, excluding therefrom trade fixtures, machinery and operating equipment owned by a tenant occupying the premises.

28. ACCELERATION ON SALE.

Mortgagor acknowledges that this loan is being made by the Mortgagee and holders of the Note evidencing the indebtedness secured by this Trust Deed, upon the condition that the Mortgagor and its present beneficiaries, which may be a limited partnership, shall be and remain the owner of the property and protect and preserve the security and effect the payments required to be made under the Note secured by this Trust Deed. Should the Mortgagor sell, convey, transfer, dispose of or further encumber the property described in this Trust Deed, or any part thereof, or any interest therein, or should any portion of the beneficial interest in the land trust holding title to the property, be sold, transferred, hypothecated or in any manner disposed of, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, or of the holder and owner of the Note secured by this Trust Deed, then the holder and owner of said Note shall have the right, at its option, to declare all sums secured by this Trust Deed, including prepayment privilege charges, if any, forthwith due and payable. Consent to one such transaction shall not be deemed a waiver of the right to require such consent as to future or successive transactions.

Should the Mortgagor cause the property to be sold subject to the mortgage secured by this Trust Deed, and subject to the reasonable approval of the holder of the Note secured by this Trust Deed, respecting the creditworthiness of the prospective purchaser and the terms of sale, and should such sale occur after the third loan year, the purchaser so approved by the holder of the Note shall have the right to obtain secondary financing secured by the property described herein subject to the express prior written approval of the holder of the Note, which approval shall not be unreasonably withheld.

29. DEFAULT PROVISIONS.

The rights and remedies conferred in this Trust Deed and in this Rider upon the Trustee and upon the holders of the Note secured thereby, shall be subject to immediate exercise in the event of the occurrence of any default in the payment of money as required by this Trust Deed, this Rider and the Note secured thereby, including, expressly, without limitation, the payments required to be made under the Note secured by this Trust Deed, and the payments required to be made as tax deposits under the provisions of Paragraph 18 of this Rider. The rights and remedies conferred by this Trust Deed and Rider upon the Trustee and the holder of the Note secured thereby with respect to any default which cannot be cured by the payment of money, shall not be exercised until notice of such default shall have been served upon the Mortgagor and demand made to cure and remedy such default. Such notice may be served by Certified Mail and a U.S. Post Office Receipt for such Certified Mail shall be evidence of the effective service of such notice. If the defaults specified in the notice have not been cured and remedied, or if the Mortgagor shall not have demonstrated that it has commenced and is diligently pursuing the remedy of the defaults, within ten (10) days of the date of the notice, then the rights and remedies conferred hereby upon the Trustee and the holder of the Note may be fully pursued and exercised.

It shall be an immediate event of default hereunder if, without the prior written consent of the holder of the Note, (which consent will not be unreasonably withheld), any of the following occurs:

3521104

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000

- (a) Any leases entered into without the written approval of the Noteholder first had and obtained;
- (b) The Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the premises, or any part thereof, or any interest therein, excepting only sales or other dispositions of obsolete collateral no longer useful in connection with the operation of the premises; provided, that prior to the date or disposition thereof, such obsolete collateral has been replaced by collateral, subject to the first and prior lien hereof, of at least equal value and utility. The conduct herein prohibited may be undertaken by the Mortgagor, provided written consent of the Trustee or holder of the Note is first obtained, which consent shall not be unreasonably withheld. Such consent, if given, shall not constitute a waiver of this provision, and it shall remain in effect with respect to future or successive transactions;
- (c) The beneficiaries of Mortgagor or, if the beneficiary is a partnership, the members of such partnership, shall create, effect or consent to, or shall suffer or permit, any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such beneficiaries' beneficial interest in the Mortgagor;
- (d) Bankruptcy or insolvency of either of the Mortgagor, or of the Guarantor, the filing of any petition for bankruptcy, or any arrangement under any present or future law, the appointment of a receiver (either voluntary or involuntary) or the levy of any judgment or creditor process against the mortgaged premises or any part thereof. Any delay in the exercise of the Mortgagee's right to accelerate payment of the indebtedness secured hereby or to institute foreclosure or other proceeding shall not be deemed a waiver of such right, which action may thereafter be taken notwithstanding such delay;
- (e) The occurrence of any event herein set forth shall forthwith entitle the Mortgagee and the holder of the Note to accelerate payment of the Note, together with all accruals thereunder, all of which shall become immediately due and payable, to institute foreclosure under this Trust Deed, and to pursue all other remedies provided in this Trust Deed and, in all other security instruments given to the secure payment of the Note and performance of this Trust Deed.
- (f) All leases, both existing and negotiated in the future, as well as any modifications thereof, shall be subject to the express written prior approval of the holder of the Note.

30. PREPAYMENT AND PAYMENT AFTER DEFAULT.

The Note secured by this Trust Deed shall not be subject to prepayment. Upon any default by Mortgagor and following acceleration of maturity by the Trustee or the holder of the Note, as provided herein, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby, made at any time prior to foreclosure sale by Mortgagor, its successors or assigns, or by anyone on behalf of Mortgagor, shall be deemed to be a voluntary repayment hereunder and such payment must, therefore, to the extent permitted by law, include any premium required under any prepayment privilege contained in the Note secured hereby or, if there be no privilege of prepayment, then such payment will, to the extent not forbidden by law, include a premium of Two (2%) Percent of the principal balance then outstanding.

31. COMPLIANCE WITH LAWS.

Mortgagor expressly covenants and agrees during the term of this loan that the premises described in this instrument are at all times to be operated in accordance with all applicable laws and ordinances, whether municipal, county, state or federal, and will maintain, during the term of this loan, current permits and licenses necessary for the lawful operation of the premises herein described for their current or proposed use, including the compliance in full with any applicable legislation or regulations in respect to the handicapped and the Environmental Protection Agency.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

201106

32. GENERAL PROVISIONS.

Mortgagor covenants and agrees as follows:

- (a) In the event of the passage, after the date of this Trust Deed, of any law of the State of Illinois, deducting from the value of the land for the purposes of taxation, any lien thereon or changing in any way the laws now in force for the taxation of trust deeds for state or local purposes or the manner of collection of such tax so as to make it obligatory upon the holder of the Note secured hereby to pay such tax, or if any such tax is imposed upon any existing law, then Mortgagor covenants and agrees on demand of the holder of the Note secured hereby, to pay a sum equal to such tax to said holder.
- (b) It is further covenanted and agreed that the makers, endorsers, sureties and guarantors and all other persons who may become liable for the payment of the Note secured hereby, severally waive demand, presentment, protest, notice of nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur; and hereby consent to any extension of time of payment hereof, release of all or any part of the security for the payment hereof or release of any party liable for this obligation. Any such extension or release may be made without notice to any of said parties and without discharging their liability.
- (c) To furnish to the holders and owners of the Note secured by this instrument, at such times as may be requested, an estoppel certificate stating the amount then unpaid on the indebtedness secured by this instrument, and the date to which interest is paid. Such estoppel certificate shall further state that Mortgagor has no defenses or setoffs with respect to the obligation secured by this instrument.
- (d) Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. The term "Trust Deed" as used in this Rider shall be deemed to include mortgages, deeds of trust and other similar instruments.
- (e) The term "loan year" as used herein shall mean any twelve-month period commencing with the date on which installment payments of principal and interest are required to be made herein, or any anniversary thereof.
- (f) This Trust Deed (and the provisions of this Rider) may not be changed or terminated orally.

33. RELEASE FEE.

Mortgagor covenants and agrees to pay the charge or release fee imposed by the Trustee for the execution and delivery of a deed of release releasing this Trust Deed.

34. EXCULPATORY CLAUSE.

It is expressly understood and agreed, by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the undertakings and agreements of the Mortgagor, are nevertheless each and every one of them, made and intended not as personal undertakings and agreements by the Mortgagor, or for the purpose and with the intention of binding said Mortgagor personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and this instrument is executed and delivered by said Mortgagor, not in its own right, but solely in the exercise of the powers conferred to it as Trustee under the Trust Agreement hereinbefore specifically described and identified; it is further expressly understood and agreed by and between the parties hereto that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Mortgagor, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, on account of this instrument or

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3281101

UNOFFICIAL COPY

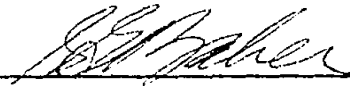
0 3 5 2 4 1 0 4

on account of any undertaking or agreement of the Mortgagor in this instrument contained, either expressed or implied, all such personal liability being expressly waived and released.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the 18th day of April, 1986.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally but solely as Trustee under Trust Agreement dated April 1, 1974 and known as Trust No. 32868

By: _____



Vice President

ATTEST:



ASSISTANT SECRETARY

Property of Cook County Clerk's Office

3524104

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000001

UNOFFICIAL COPY

TRUST DEED

712359

NOTE IDENTIFIED

3524104

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 18, 1986 between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee u/t/a dtd. 4/1/74 and known as Trust Number 32868

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$750,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~ROOSEVELT~~ NORTH AMERICAN LIFE ASSURANCE COMPANY, a Canadian corporation

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10-1/2 per cent per annum in instalments (including principal and interest) as follows:

SEVEN THOUSAND EIGHTY-SEVEN AND 50/100 (\$7,087.50) Dollars or more on the first day of June 1986, and SEVEN THOUSAND EIGHTY-SEVEN & 50/100 (\$7,087.50) Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of November, 1990. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 12-1/2 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of SALK, WARD & SALK, INC., in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

- PARCEL 1: That part of Block 33 in Montrose, lying East of the Chicago, Milwaukee and St. Paul Railroad, in the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Il., commonly known as 4720 W. Montrose, Chicago (P.I.N.# 13-15-126-005); and
- PARCEL 2: Lots 12 and 13 in Block 32 in Montrose, in Section 16, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Il., commonly known as 4712-18 W. Montrose, Chicago, (P.I.N.#13-16-230-032 AND P.I.N.#13-16-230-033).

THIS INSTRUMENT WAS PREPARED BY HENRY W. KENOE, 25 E. Washington St., 10th fl., Chicago, IL. 60607

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

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

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

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

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, AS TRUSTEE AFORESAID (SEAL) BY: [Signature] (SEAL)

STATE OF ILLINOIS, County of Cook, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT [Signature]

who personally known to me to be the same person whose name [Signature] subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that [Signature] signed, sealed and delivered the said Instrument as [Signature] free and voluntary act for the uses and purposes therein set forth.

Given Under my hand and Notarial Seal this [Signature] day of JUN 2 1986 19

Notarial Seal

Form 607, Trust Deed - Individual Mortgagor - Secured One Instalment Note with Interest Included in Payment.

704
70-49-775
70-49-775
PROPERTY ON CERTAIN 1222, 302 & 1222, 304 & OTHER PROPERTY
LEGAL ASSOCIATION AFFECTS PROPERTY ON CERTAIN 1222, 302 & 1222, 304 & OTHER PROPERTY
6/19/86

3524104

1222387
1222384
DATE

70

