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THIS INDENTURE, Made November 26, 1986, between La Salle National Bank, National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of Trust Agreement dated November 26, 1986 and known as trust number 111781 herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY

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an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$175,000.00) DOLLARS made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal

sum and interest on the balance of principal remaining from time to time unpaid at the rate of 21 per cent per annum in monthly installments as follows: THREE THOUSAND TWO HUNDRED THREE AND 57/100 DOLLARS on the 15th day of January 19 87 and THREE THOUSAND TWO HUNDRED THREE AND 57/100 DOLLARS on the 15th 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 15th day of December, 2001

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the highest lawful rate 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 CHARLES HOOVER, JR., 2057 W. Addison Street, Chicago, Illinois 60618

NOW, THEREFORE, First Party to secure the payment of said principal sum of money and said 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, his successors and assigns, the following described Real Estate situate, lying and being in the

CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 6 in Block 13 in Cochran's Second Addition to Edgewater, being a Subdivision of the East Fractional 1/2 of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, (except the West 1,320 feet of the South 1,913 feet thereof and the Right of Way of the Chicago Evanson and Lake Superior Railroad) in Cook County, Illinois.

ADDRESS: 6018 NORTH WINTHROP, CHICAGO, ILLINOIS P. I. N. 14-05-212-019

NOTE IDENTIFIED

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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 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, whether single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, 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.

IT HAS AND TO HOLD the premises unto 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. The indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) pay when due, as indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) 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; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby all in companies satisfactory to the holders of the 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 defend 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 or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form, and in a 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, and all of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the 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 the highest lawful rate per annum. Inaction of Trustee or holders of 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 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or 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 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 foreclosure 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 surplus to First Party, its legal representatives or assigns, as their rights may appear.

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 home-stead 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 in payment in whole or in part of: (1) 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; (2) the deficiency in case of a sale and deficiency.

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Box

TRUST DEED

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LaSalle National Bank

as Trustee
TO

CHICAGO, ILLINOIS AND TRUST

COMPANY

Trustee

Submitted by

Address

Delivered to

Address

Address

Filed to

LaSalle National Bank

Notary Public, 1135 South La Salle Street
CHICAGO, ILLINOIS 00090
Kelly

FORM 8045 AP (6-74)

Joseph Palmisano

222 W. Adams

Chgo. Ill. 60606

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

IMPORTANT

Prepared By

JOSEPH D. PALMISANO
ASST. SECRETARY

222 W. Adams Street, Suite 257
Chicago, Illinois 60606

The instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

My Commission expires on August 30, 1987

GIVEN under my hand and Notarial Seal, this _____ day of _____, 1987

Assistant Secretary
William H. Dillea

Assistant Vice President of the LA SALLE NATIONAL BANK, and

James A. Clark

STATE OF ILLINOIS } COUNTY OF COOK }
MARTHA ANN BROOKINS }
ASSISTANT VICE PRESIDENT }
ASSISTANT SECRETARY }

By _____
ASSISTANT VICE PRESIDENT
ASSISTANT SECRETARY

LA SALLE NATIONAL BANK AS Trustee as aforesaid and not personally,

IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

THIS TRUST DEED is executed by the La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said La Salle National Bank, 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 said note contained shall be construed as creating any liability on said La Salle National Bank personally to pay said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant 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 the First Party and its successors and said La Salle National Bank are concerned, the legal holder or holder of said note and the owner 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 the grantor, if any.

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 RIDER containing Paragraphs 12-21 is attached hereto and incorporated herein by reference.

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. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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, 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 note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying name as the note described herein, it may accept as the 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 on behalf of First Party.

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.

RIDER TO TRUST DEED DATED NOVEMBER 26, 1986

12. Any conflict between this Rider and the Trust Deed, this Rider shall control.
13. Any provision of this Trust Deed prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions hereof. A default under the terms of any instrument securing the Note of even date, shall at the option of the holders of said Note and this Trust Deed be considered a default of this Trust Deed.
14. Notwithstanding any provisions herein or in any instrument now or hereafter securing the Note of even date on this Trust Deed, the total liability for payments in the nature of interest shall not exceed the limits imposed by the usury laws of the State of Illinois.
15. The Note which this Trust Deed secures is a business loan for business purposes only.
16. If this Trust Deed is placed in the hands of an attorney for collection or suit is filed herein, or if proceeds are held in bankruptcy, receivership, reorganization or other legal judicial proceedings for the collection hereof, the Mortgagor agrees to pay to the holder of this Trust Deed and companion Note all costs of collection, including without limitation, reasonable attorney's fees and all expenses incurred in the protection or realization of any security, incurred by the holder hereof on account of said collection.
17. Any sale, conveyance or transfer of any right, title or interest in the premises or any portion thereof, or any sale, transfer or assignment of any part of the beneficial interest without the prior written approval of Chicago Title and Trust Company as Trustee hereunder and the holder of the companion Note, shall constitute a default hereunder on account of which the Mortgagee and holder of the companion Note may declare the entire indebtedness evidenced by this Trust Deed and companion Installment Note to be immediately due and payable and foreclose this Trust Deed immediately or at any such time default occurs.
18. In the event that any installment of interest or principal is not paid within five (5) days after the date the same is due, the undersigned promises to pay a "Late Charge" equal to ten (10%) percent of the monthly payment then due and owing which Late Charge shall be cumulative and apply to each monthly installment of interest and principal not paid as due.
19. To the extent permitted by law, Mortgagor to this Trust Deed shall not and will not apply for or avail itself of any appraisal, valuation, stay, execution, or exemption laws, or so-called "Moratorium Laws", now existing or hereinafter enacted in order to prevent or hinder the enforcement or foreclosure of the Trust Deed, but hereby waives the benefit of such laws. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted on behalf of Mortgagor and each and every person acquiring any interest in or title to the premises described in the Trust Deed subsequent to the date of the said Trust Deed, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Sections 12-124 and 12-125, of the 1983 Illinois Revised Statutes. In the event a deed is not immediately issued; pursuant to said Section 12-124 and 12-125 of Chapter 110 of the Illinois Revised Statutes, to the Purchaser at any sale had under any order or decree of foreclosure of this Trust Deed, Mortgagor hereby expressly agrees that (1) such Purchaser shall nevertheless be entitled to immediate possession of the premises and to all rents, issues, and profits thereof accruing, and (2) all income thereupon collected by such Purchaser, less all expenses attributable to such Purchaser's remaining in possession of the property, shall be credited against the sum of money for which the premises were sold to such Purchaser, in the event of redemption from such sale.
20. The undersigned shall deposit with the Mortgagee on the 15th day of each month a sum equal to 1/12 of the yearly taxes which may become a lien on the premises and 1/12 of the estimated annual premiums for insurance coverages required to be kept and maintained by the undersigned, all as

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reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a default hereunder. If the amount of the funds held by Mortgagee shall not be sufficient to pay all such charges as herein provided, Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency within fourteen (14) days from the date notice is mailed by Mortgagee to Mortgagor requesting payment thereof.

21. The remedies of the Mortgagee hereof, whether provided herein, in the companion Note or in the Assignment of Rents, shall be cumulative and concurrent and may be pursued singularly, successively or concurrently at the sole discretion of the Mortgagee or holder hereof. No act of omission or commission of the Mortgagee or holder hereof, including without limitation any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of same. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

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