

UNOFFICIAL COPY

0379544

Exhibit "A"

Parcel 1:

That part of the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the West line of Crawford Avenue (being a line 50.0 feet West of and parallel with the East line of the Northeast 1/4 of Section 34, aforesaid) and the South line of the North 1137.49 feet (measured at right angles) of the Southeast 1/4 of the Northeast 1/4 of Section 34, aforesaid; thence South 90 degrees 00 minutes 00 seconds West 1152.30 feet to the East line of the West 125.0 feet of the Southeast 1/4 of the Northeast 1/4 of Section 34, aforesaid; thence South 00 degrees 13 minutes 08 seconds East along said East line 193.41 feet to the South line of the Southeast 1/4 of the Northeast 1/4 of Section 34 aforesaid (being the center line of vacated 131st Street, vacated as per Document No. 19,896,051); thence Easterly along last described line 1152.51 feet to the West line of Crawford Avenue hereinafter described; thence Northerly along said West line of Crawford Avenue 194.05 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the West line of Crawford Avenue (being a line 50.0 feet West of and parallel with the East line of the Southeast 1/4 of Section 34, aforesaid) and the North line of the Northeast 1/4 of the Southeast 1/4 of Section 34, aforesaid (being the center line of vacated 131st Street, vacated per Document No. 19,896,051); thence South 00 degrees 16 minutes 45 seconds East along said West line of Crawford Avenue 354.23 feet to a line 1685.78 feet (measured at right angles) South of and parallel with the North line of the Southeast 1/4 of the Northeast 1/4 of Section 34, aforesaid; thence South 90 degrees 00 minutes 00 seconds West along said parallel line 1152.87 feet to the East line of the West 125.0 feet of the Northeast 1/4 of the Southeast 1/4 of Section 34, aforesaid; thence North 00 degrees 13 minutes 08 seconds West along said East line 354.88 feet to the aforementioned North line of the Northeast 1/4 of the Southeast 1/4 of said Section 34; thence South 89 degrees 58 minutes 03 seconds East along the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 34; aforesaid, 1152.51 feet to the point of beginning; in Cook County, Illinois. 13138 to 13158 S.

Parcel I 24-34-201-027
E/L NE 1/4

Parcel II

24-34-401-007 E/L SE 1/4

Pulaski Alsip

3579544

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

RIDER TO TRUST DEED

DATED Dec. 29, 1986,
By American National Bank and Trust Company of Chicago

~~As Trustee Appointed and not Individualize~~

- R-1 This Trust Deed is junior and subordinate to that certain mortgage and indebtedness by Mortgagor to Beaver First Interstate Mortgage Company of Illinois in the principal amount of \$700,000 to \$,100,000 dated 12/26/86.
- R-2 In the event of an occurrence of a default under the Mortgage described in Section R-1, the holder of the note may, but need not, enter onto the premises and take such action that the holder of the note deems reasonable or necessary to cure the default under the Mortgage described in Section R-1, and amounts advanced for such cure shall be additional indebtedness secured hereby.
- R-3 In the event of (a) a conveyance or other transfer of all or any portion of the premises, (b) the attachment of any lien or security interest to the premises other than the lien of the Mortgage described in Section R-1, current real estate taxes or this Trust Deed, or (c) the occurrence of an event of default under the Mortgage described in Section R-1, then, at the option of the holder of the note, the indebtedness which is secured by this Trust Deed shall become immediately due and payable.
- R-4 Notwithstanding anything to the contrary contained herein, the obligation of the Mortgagor for the payment of the indebtedness and for the performance of the terms, covenants and conditions contained herein and in the note secured hereby is limited solely to recourse against the property secured by this Trust Deed, and in no event shall the Mortgagor or the principal of Mortgagor be personally liable for any breach of or default under the note or this Trust Deed or for any deficiency resulting from or through any proceedings to foreclose this Trust Deed, nor shall any deficiency judgment, money judgment or other personal judgment be sought or entered against the Mortgagor or the principal of Mortgagor, but the foregoing shall not adversely affect the lien of this Trust Deed.
- R-5 Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of 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 property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF RECEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS TRUST DEED, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, AND EACH ANY EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS TRUST DEED AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

3579514

716038

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

UNOFFICIAL COPY

UNOFFICIAL COPY

R-6 If and so long as Mortgagor is not in default under the Mortgage described in Section R-1 hereof, (a) Mortgagor shall be entitled to cure any default in the payment of the Note within five (5) days after such payment shall have been due; and (b), except for any default which involves imminent risk of injury to person or damage to property or the impairment of Mortgagee's security under this Trust Deed, if Mortgagor commences to cure any non-monetary default within ten (10) days after written notice thereof from Mortgagee and thereafter proceeds with due diligence to cure such non-monetary default, Mortgagee shall not be entitled to pursue its remedies hereunder or after such cure.

Property of Cook County Clerk's Office

3579541

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the 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 securing this trust deed, if any, otherwise the prematurity rate set forth therein. 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 default hereunder on the part of Mortgagor.

5. 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.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, 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 instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. 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) of procuring all such abstracts of title, title searches and examinations, title insurance 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 the prematurity rate set forth therein, 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.

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

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have 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 Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. 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.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the 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 on behalf of the corporation herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, 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 on behalf of the corporation herein designated as maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

17. 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.

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

Identification No. **716038**
CHICAGO TITLE AND TRUST COMPANY
By *[Signature]* Assistant Secretary
[Signature] Assistant Vice President

MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

3579544

PLACE IN RECORDER'S OFFICE BOX NUMBER **15 NTS/5A2**

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LIBRARY

TRUST DEED

3579544

THE ABOVE SPACE FOR RECORDER'S USE ONLY

CTTC 11

THIS INDENTURE, made 12/29, 1986, between American National Bank & Trust Company CTTC 12-K-86 and known as TRUST No. 100959-09 a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or 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 Thousand Dollars (\$700,000.00)

-Dollars-

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from Dec 30 1986, on the balance of principal remaining from time to time unpaid at the rate of nine (9) per cent per annum in instalments (including principal and interest) of interest only beginning

Dollars or more on the 15th day of February 1987 and continuing

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 January 1991. 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 twelve (12) per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 Podolsky and Associates, Ltd., 955 Bryn Mawr Avenue, Rosemont, Illinois - in said City.

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

THIS INSTRUMENT WAS PREPARED BY

Sidney G. Saltz
One IBM Plaza
Chicago, IL 60611

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

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 Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

CORPORATE SEAL

BY Assistant Vice President
ATTEST: Assistant Secretary

STATE OF ILLINOIS, } SS. I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Assistant Vice President of the and Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of 19

Notarial Seal

NOTARY PUBLIC

Treas NTS JAZ NS4-12773-N 213053

3579544

UNOFFICIAL COPY

3579544

716138

Trustee as
not personally but a
National Bank and
American National Bank and Trust Company of Chicago, not personally but as Trustee as afore-
said, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and is expressly under-
standing and agreed that nothing herein or in said note contained shall be construed as creating any liability on the part of First Party or on said
American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, if any, being
American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, if any, being
American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, if any, being
American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, if any, being
American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, if any, being
American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, if any, being
American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, if any, being

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

As Trustee
Suzanne G. Baker, Vice-President
Notary Public

Notary Public in and for said County, in the State aforesaid,

SUZANNE G. BAKER

Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

DEC 29 1986

A. D. 19

Karen E. Burns
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

NOTARIAL SEAL
KAREN E. BURNS
Notary Public, State of Illinois
My Commission Expires 8/2/90

5/219063
3579544
DUPLICATE

Submitted by _____
Address _____
City _____
State _____
Zip _____
Notified _____
Address _____
City _____
State _____
Zip _____

TICOR TITLE INSURANCE
69 WEST _____
CHICAGO, ILLINOIS 60602
N-24-12273-14
ETL