## UNOFFICIAL COPY 8 0 4

## COLLATERAL RIDER

This Collateral Rider is hereby made a part of that note dated December 24, 1986, due January 1, 1997 in the amount of \$125,000.00, payable to Lincoln National Bank, as Lender, by the undersigned, Michael Auerbach and Elsa Auerbach, singly or collectively as Borrowers.

The collateral for the above captioned loan shall be as follows:

All of the undersigned's interest in any currency exchange stock owned by him(hor), hypothecated to him(her), whether or not held by the bank, including but not limited to the stock of the following currency exchanges:

51st Cottage Grove Currency Exchange, Ltd. Michigan Avenue & 114th Currency Exchange, Inc. Michigan Avenue & 101rd Currency Exchange, Inc. Michigan Avenue & 119th Currency Exchange, Inc.

All equipment now owned or hereafter acquired, including but not limited to manufacturing equipment, delivery equipment, warehouse equipment, office equipment; office, warehouse and plant furnishings and fixtures; all inventory, contracts and accourds receivable now owned or hereafter acquired; all general intangibles; all proceeds from the sale, liquidation, or disposition of any of the foregoing stems for the following corporations

51st Cottage Grove Currency Exchange, Ltd. Michigan Avenue & 114th Currency Exchange, Inc. Michigan Avenue & 103rd Currency Exchange, Inc. Michigan Avenue & 119th Currency Exchange, Inc.

First mortgage on the property located at 11915-17 S. Michigan Avenue, Chicago, Illinois.

DATE: 12-24-86

ichael Auerbach

Elsa Averbach

## **UNOFFICIAL COPY**

Property of Coof County Clerk's Office

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4591804

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This instrument was prepared by

OR RECORDER'S OFFICE BOX NO.

3959 N. Lincoln,

Commission expires

AFW	rarranties, including marchantebility and fitness, are excluded.			4.74 開発
			1	Service Control of the Control of th
THIS INDENTURE,	made December 24,	86 between		
•	bach and Elsa Auerback, whis	•		
112011002 110021	7441. Will 17414 Had 1941. 7			7504B04
		<del></del>		
		INTITE:		
(NO. AN herein referred to as "	D STREET) Mortgagors," <u>Lincoln National Bank</u>	(STATE)		
		<del></del>		
	oln Ave., Chicago, Illinois DSTREET) (CITY)	(STATE)		
herein referred to as "	· · · · · · · · · · · · · · · · · · ·	<b>, _,</b>	The Above Sp	sace For Recorder's Use Only
the state of the s	AS the Mortgagors are justly indebted to the legal hole	der or holders of the	Installment Note bereinaft	er described, in the principal sum o
One Hime	On & breaking Three Thousand & CO	/100		
evidenced by one certa	in in allment Note of the Mortgagors of even date to pay the said principal sum in installments as follow	herewith, made pay One Thou	able to <b>Exist E</b> and deligened Forty-One	ered in hill by which said Note the
Mortgagors promise to	o pay the said principal sum in installments as follows:  abrury 1987, and One Thouse	end Forty O	ne & 00/100	Dollars, on in
1st day of m	ch month ther lafter to and including the 1st d	wor Decembe	r 196 with a final	payment of the balance due on th
1st day of Jar	nuary 12. 97 with interest on the principal all on the date. w. or installments of principal fall due	balance from time	to time unpaid at the rate of	A per cent pe
annum, payable month	ily on the date. when installments of principal fall due			
	mal Domb 7150 N (Incoln Area	Chiange	TI 6064%	and interest being made payable a
note may, from time to	time, in writing appoint, which note further provides	that at the election	of the legal holder thereof a	nd without notice, the principal sur
remaining unpaid then occur in the payment.	con, together with accrued in test thereon, shall become the due, of any installment of principal or interest i	ame at once due and in accordance with (	I payable, at the place of pay the terms thereof or in case	ment aforesaid, in case default sha default shall occur and continue fo
three days in the perfor	time, in writing appoir, a which note further provides eon, together with accrued in a est thereon, shall become due, of any installme it of principal or interest in mance of any other agreement antained in this Trustice), and that all parties there o severally write presented.	t Deed (in which ever	ent election may be made at	any time after the expiration of sai
and limitations of this	JRE, the Morigagors to secure inc saym an or the sate trust deed, and the performance of the covenants at m of One Dollar in hand paid, the receir whereof is bessors and assigns, the following descrit ed Real Esta	nd agreements here screby acknowledge	in contained, by the Martg ed. do by these presents CO	gagors to be performed, and also in NVEY AND WARRANT unto the
Trustee, its or his succe	essors and assigns, the following descrit ed Real Esta	le and all of their es		
City of	Chicago COUNTY OF	JUUK	Λ	ND STATE OF ILLINOIS, to wit
Lot 27, the	North 1 of Lot 28 in Roseland	Square, be:	ing a Subdivisio	n of Block 8
in the first	addition to Kensington, in F	actional S	ection 27, Towns	hip 37 North,
Range 14 Eas	t of the Third Principal Meric	Mar, In Co	ok County, Illin	ols.
	ate of 9½% and a variable rate			
	ting prime rate. The term Pri			
	available to borrowers by the			
		- J		• • • • • • • • • • • • • • • • • • • •
	after maturity shall be a rate	of 4% abov	ve on Prime Rat	e as defined
herein.	·			
1. Supplied 19			10.	
	ty hereinafter described, is referred to herein as the ' hall improvements, tenements, easements, fixtures, i		thereto beloneir — and all re	ents, issues and profits thereof for s
long and during all such	i times as Mortgagors may be entitled thereto (which int or articles now or hereafter therein or thereon use	are pledged primari	ly and on a parity with said i	real estate and not secondarily), and
single units or centrally	nt or articles now or nereatier flerein or mercin or y controlled), and ventilation, including (without re- , awnings, stoves and water heaters. All of the forego	stricting the forego	ing), screens, window sand	es, storm doors and windows, floo
not, and it is agreed the	at all similar apparatus, equipment or articles hereat	ing are declared to t ter placed in the pr	emises by the Mortgagor, o	r their successors or assigns shall b
considered as constitut	ing part of the real estate. TO HOLD the premises unto the said Trustee, its or			
herein set forth, free fr	om all rights and benefits under and by virtue of the	Homestead Exemp	tion Laws of the State of III	mois, which said rights and benefit
the Mortgagors do here	eby expressly release and waive.  Michael Auerbach and El	.sa Auerbaci	n , his wife	10-
This trust deed on	paists of two pages. The covenants conditions and pr	ovisions appearing	on page 2 (the reverse side o	of this Trus (12 ed) are incorporate
herein by reference and	d are a part hereof and shall be binding on Mortgago and scale of Mortgagors the his and year first above	rs, (beir heirs, succ	essors and assigns.	}
Williess the nands	* like had well as	(Seal)	Elsa / X	unhack (Seal
PLEASE	Michael Auerbach		Clsa Auerbech	4 2313 A 4 5 5 5 5
PRINT OR TYPE NAME(S)				
BEI.OW SIGNATURE(S)		(Scal) _		(Sen)
		. ,		
State of Illinois, Count			1, the undersigned, a N	Jutary Public in and for said Count
	WWW.McMatac aforesaid, DO HEREBY CERTIF	Y that MACK	HEL AVERBAG	
MOREICIAL SE	71/7		2 426	ribed to the foregoing instrument
SEAL ving Slutz	improved before me this day in person, and ac	knowledged that 🗀	± h⊆∠ signed, sealed no	nd delivered the said instrument a
otary Public, State	free and voluntary act, fo	er the uses and purp	oses therein set forth, inch	uding the release and waiver of th

Daniel Pepin, Lincoln National Bank, 3959 N. Lincoln Ave (NAME AND ADDRESS) Lincoln National Bank, Attn: Daniel Pepin

Chicago,

(ZIP CODE)

THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS: of this trust Diff) and which form a part of the trust deed which there begins:

In the part of the premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechacic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due in indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at the premise of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premise and the six thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously insented by the trustee or holders of the note.

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

statute, any tax or as ment which Mortgagors may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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 car of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortage 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 the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 reasonable 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 as notified 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 rate of nine percent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to the monaccount of any default hereunder on the part of Montgagors.

5. The Trustee or the holder 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 variety of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

Mortgagors shall pay each from of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the princival note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors

7. When the indebtedness hereby secured shall occome due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In a ys it to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expentes 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 antity of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar 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 eviden to a bidders at any sale which may be had pursuant to such decree the true condition of the litle to or the value of the premises. In addition, and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately line and payable, with interest thereon at the rate of nine per cem per attnum, when paid or incurred by Trustee or holders of the note in connection with (a) any man, suit or proceedings, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, eliment or detendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the for closure hereof after accrual of such right to foreclose 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 and clonal to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid, fourth, any overplus to Morigagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint 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 Mortgagors 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 a 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 for redemption, whether there be redemption or not, as well as during any further times wher. Murtgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may are essary 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 increase 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 defici no.

10. No action for the enforcement of the lien of this Trust Deed 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.

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, nor shall Trustee by alligated 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given,

satisfactory to him 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 principal 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 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 principal note and which purports to be executed by the persons herein designated at the minters thereoff; and where the release is requested of the original trustee and he has never executed a certificate on any instrument, identifying same as the principal note described herein he may accept as the genuine note herein described any note which may be presented and which centions it substance with the description herein contained of the principal note and which purports to be executed by the persons herein designed at major place of the original trustee and he has the principal note and which purports to be executed by the persons herein designed at major place of the relation herein contained of the principal note and which purports to be executed by the persons herein designed at major place is the described herein contained of the principal note and which purports to be executed by the persons herein designed at major place is the described and the described of the original trustee in the latest place is the described of the principal note and which the premises are situated shall be second successor in Trustee in the latest persons and

the indebtedness or any part thereof, whether or not such persons shall	I have ekecuted the principal note, or this Trust Deed.	بر الأمون
<b>7</b>	1 3	
IMPORTANT # 8 8	The Installment Note mentioned in the within Trust Deed in	75 C/2 500
FOR THE PRESECTION OF BOTH THE BORROWER AND BEED BY THE PROPERTY SEED	Mentise Der with under Identification No.	<b>E</b> 83
TRUST DEED IS FILED FOR RECORD.	2 8 8 2	EZ.
	Truștee	