

# UNOFFICIAL COPY

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## Legal Description

### PARCEL 1:

That part of Lot Five (5) lying South of a line described as being 404.42 feet South of and parallel with the North line of said Lot 5, and East of a line which forms an angle of 89 degrees, 48 minutes, 20 seconds measured from West to South with the North line of said Lot 5, from a point on said North line, which is 563.26 feet East of the West line of the North West Quarter (1/4) of Section Ten (10), Township Forty (40) North, Range Twelve (12), East of the Third Principal Meridian, excepting from said described tract the West 73.0 feet thereof, also excepting that part thereof lying East of the center line of West River Road, and also excepting those parts thereof dedicated for public streets per plat registered as Document Number 2315186.

All of the above being in Henry Hachmeister's Subdivision of parts of Sections nine (9) and ten (10), Township 40 North, Range Twelve (12), East of the Third Principal Meridian, according to the map thereof recorded April 6, 1908 as Document Number 4183101 in Book 97 of Plats, page 45.

Commonly known as: 9400-9420 West Foster Avenue, Chicago,  
Illinois

CFO  
PIN: 12-10-100-074

### PARCEL 2:

That part of Lot "C" in Foster-River Road Industrial Subdivision Unit Two (hereinafter described) lying South of and adjoining a line described as being 404.42 feet South of and parallel with the North Line of Lot Five (5) in Henry Hachmeister's Subdivision of parts of Sections 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Map thereof recorded April 6, 1908, as Document Number 4183101, in Book 97 of Plats, Page 45.

In FOSTER-RIVER ROAD INDUSTRIAL SUBDIVISION UNIT TWO of part of Lot 5 in Henry Hachmeister's Subdivision of parts of Sections 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, according to Plat of said Foster-River Road Industrial Subdivision Unit Two registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 18, 1964, as Document Number 2182895.

### ALSO

The West 73.0 feet (excepting therefrom that part thereof dedicated for Public Street by Plat registered as Document Number 2315186) of the following described Tract: That part of LOT FIVE (5) lying South of a line described as being 404.42 feet South of and parallel to the North Line of Lot Five (5), of the following described Tract of Land; Lot Five (5) (except One Acre of said Lot Five (5), described as follows, to Wit: Beginning at the intersection of the center line of River Road and the North Line of said Lot Five (5); thence

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West along the North Line of said Lot Five (5), 20 Rods; thence South at right angles to the North Line of said Lot Five (5), 8 Rods; thence East parallel to the North Line of said Lot Five (5), to the center line of River Road aforesaid; thence Northwesterly along said Road to the place of beginning; and also except that part of said Lot Five (5), lying East of the center line of West River Road; and also except that part thereof lying West of a line 582.36 feet East of and parallel to the West Line of the Northwest Quarter (1/4) of Section 10, in Henry Hachmeister's Subdivision of parts of Section 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Map thereof recorded April 6, 1908, as Document Number 4183101, in Book 97 of Plats, Page 45; Also that part of Lot Five (5) lying South of a line described as being 404.42 feet South of and parallel to the North Line of Lot Five (5) and East of a line which forms an angle of 89 degrees, 48 minutes, 20 seconds from West to South with the North Line of Lot Five (5) from a point on said North Line which is 563.26 feet East of the West Line of the Northwest Quarter (1/4) of Section 10, Township 40 North, Range 12, East of the Third Principal Meridian, of the following described Tract of Land: That part of Lot Five (5) in Henry Hachmeister's Subdivision of parts of Section 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to Map thereof recorded April 6, 1908, as Document Number 4183101, in Book 97 of Plats, Page 45 described as follows: Beginning at the Southwest corner of the Northwest Quarter (1/4) of said Section 10, being a point in the South Line of said Lot Five (5), 665.32 feet East of the Southwest corner thereof; thence East along the South Line of said Lot Five (5), a distance of 582.36 feet; thence North on a line parallel to the West Line of the Northwest Quarter (1/4) of said Section 10, a distance of 598.51 feet more or less to the North line of said Lot Five (5); thence West on the North Line of said Lot (5), a distance of 582.36 feet to the West Line of the Northwest Quarter (1/4) of said Section 10; thence South along said West Line a distance of 598.3 feet to the place of beginning.

Commonly known as: 9440 West Foster Avenue, Chicago, Illinois  
CFO  
PIN: 12-10-100-073 and 12-10-100-067

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IN DUPLICATES

Age of Grantor \_\_\_\_\_  
Address \_\_\_\_\_  
Husband \_\_\_\_\_  
Wife \_\_\_\_\_  
Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Return New cert. to \_\_\_\_\_  
Remainder to \_\_\_\_\_  
Sig. Card  
CAMBERONE

5/24/87  
864887  
149041

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Promisor \_\_\_\_\_  
Deliver cert. to \_\_\_\_\_  
Address \_\_\_\_\_  
Deed to \_\_\_\_\_  
Deed to \_\_\_\_\_  
Address \_\_\_\_\_  
Mortgage \_\_\_\_\_  
CAMBERONE

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**This Indenture**, Made March 18 1987 between Gleaview State Bank, a corporation of Illinois, 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 a Trust Agreement dated February 25, 1987 and known as trust number 3555 herein referred to as "First Party," and Chicago Title & Trust Company

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00)

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 See paragraph 11 ~~per cent per annum~~ in monthly instalments

as follows: Business

on the first of May 1987 and Business  
on the first 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 first day of May

19 92. 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~~ per cent 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 Harold Palast, 1045 West Madison Street

in said City,

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, ~~make~~ release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF

Cook AND STATE OF ILLINOIS, to wit:

See legal description attached hereto and made a part hereof.

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

NOTE IDENTIFIED BY

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6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness or secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or 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, period of redemption 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.

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

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, out-of-pocket documentary and expert evidence, stenographic 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, guaranties, 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 set forth in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate herein provided per annum, to be 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.

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 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.

2. The Trustee or the holders of the note hereby secured making any payment relating to taxes or assessments, may do so according to any bill, statement or estimate or into the valid, or any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

1. Until 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 destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 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 the cost of repairs or improvements now or hereafter situated on premises insured against loss or damage by fire, lightning or other perils, and to pay in full the cost of replacement or repair of any such premises; (9) keep all buildings and improvements now or hereafter situated on premises insured against loss or damage by fire, lightning or other perils, in case of loss or damage, to Trustee for the benefit of the holders of the note, including additional and renewal policies, to insure the same; (10) insure 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 full or partial payments of principal or interest on set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including 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 such 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 rate of seven per cent per annum, in addition to the indebtedness secured hereby, and shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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

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, radiator covers, 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.

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

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 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 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 same as 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 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.

11. Interest on the principal sum due hereunder, until maturity, shall be at the initial rate of Nine (9%) percent per annum and thereafter, floating at One (1%) percent over the average prime rate of interest for commercial loans as designated by American National Bank & Trust Company of Chicago, Exchange National Bank of Chicago at Harris Trust & Savings Bank of Chicago as determined on the last day of each calendar month preceding the date for payment. Providing however, that the rate of interest herein shall not be less than Nine (9%) percent per annum nor exceed Eleven (11%) percent per annum. In the event the indebtedness due is not fully repaid at maturity, the balance remaining will bear interest at Twelve (12%) percent per annum until fully repaid.

12. In addition to the foregoing payments of interest, First Party shall pay monthly an amount equivalent to 1/12 of the real estate taxes on the subject realty based on the prior years taxes. If the funds so deposited are insufficient to pay the amount of any installment of taxes as billed, HOLDER shall notify First Party of the deficiency and First Party shall, within ten (10) days deposit said deficiency.

13. First Party shall have the right to prepayment without penalty at anytime in increments of \$100,000.00 or more.

14. Notices to HOLDER shall be sent to: RIVER ROAD VENTURE, c/o Harold Palast, 1045 West Madison Street, Chicago, Illinois 60607. Notices to First Party shall be sent to: 9400 FOSTER ASSOCIATES, c/o M.G. Consultants, Inc., 9420 West Foster Avenue, Chicago, Illinois 60656.

THIS TRUST DEED is executed by the Glenview State 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 Glenview State 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 the said First Party or on said Glenview State Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express 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 Glenview State Bank personally are concerned, the legal holder or holders of said note and the owner or owners 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 guarantor, if any.

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

GLENVIEW STATE BANK

As Trustee as aforesaid and not personally.

By

*Logan Olex*

Vice-President

ATTEST

*Alice Hansen*

Assistant Secretary

TRUST OFFICER

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STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, THE UNDERSIGNED  
a Notary Public, in and for said County, in the State aforesaid, Do HEREBY CERTIFY, that  
Logan O. Cox

Vice-President of the GLENVIEW STATE BANK, and

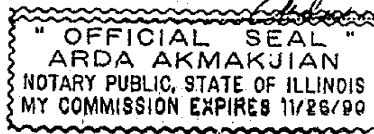
Alice Hansen,

Trust Officer  
Assistant Secretary

of said Bank, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th

day of March, A. D. 1987.



Arda Akmakjian  
Notary Public.

PREPARED BY:

E.K. HUSZAGH  
318 West Randolph Street  
Suite 600  
Chicago, Illinois 60606

The Instrument Note mentioned in the within Trust Deed has been identified herewith under

Identification No. 717500

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

Alice Hansen  
ASST. SECRETARY

Trustee

GLENVIEW STATE BANK

as Trustee

3599973

Trustee

Submitted by

Address

Premises

Deliver cart. to

Address

Deliver duplicate to Trust.

Deed to

Address

3599973 CLAMBRONE

GLENVIEW STATE BANK

800 Waukegan Road

Glenview, Illinois

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E.K. Huszagh

9-76-87  
AK

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