

# UNOFFICIAL COPY

03611204

## SCHEDULE "A"

Interest Only shall be payable monthly at the per annum rate of TWO PERCENT (2%) in excess of the Prime Rate (as defined on page one) commencing May 22, 1987, and on the same date of each month thereafter on the aggregate unpaid principal balance.

3611204

Property of Cook County Clerk's Office

Lot 15 Block 7 in Dunhurst Subdivision Unit No. 2, a Subdivision in the North East Quarter of Section 10, Township 42 North, Range 11, East of the Third Principal Meridian, in the County of Cook and State of Illinois

03-10 - 212 - 006 ABO

321 E. Dennis  
Wheeling, IL 60090

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## TRUST DEED

03 3611204

(PRINCIPAL PLUS INTEREST)  
Commercial

THIS INDENTURE, Made April 22 19 87, between  
Cole Taylor Bank/Main an Illinois Corporation, 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 March 20, 1987 and known as trust number 87-120,  
 herein referred to, together with its successors or assigns, as "First Party," and Cole Taylor Bank/Main  
 an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a promissory note bearing even date herewith  
 in the Principal Sum of ONE HUNDRED NINETY THOUSAND AND 00/100 Dollars,  
 made payable to COLE TAYLOR BANK/MAIN  
 and delivered, in and by which said Note the First Party promises to pay out that portion of the trust estate  
 subject to said Trust Agreement and hereinafter specifically described, the said principal sum in See Attached  
~~Schedule "A" - Payments as follows:~~  
 on the                      day of                      19                     , and                      Dollars  
                     Dollars on the                      day of                      19                     , with a  
 thereafter, to and including the                      day of                      19                     , with a  
 final payment of principal and interest due on the                      day of                       
 19                     , together with interest from                      on the principal balance from  
 time to time unpaid computed at the rate of                      per cent per annum payable  
                     commencing on the                      day of                       
                     and continuing on the                      day of                      thereafter;

and if any payment of principal or interest is not paid when due, then interest thereafter on the unpaid principal  
 amount of said Note shall be computed at a rate per annum four percent in excess of the rate set forth above,  
 which rate shall continue in effect until all past due principal and interest payments and post-maturity rate  
 interest due as a result thereof have been paid; and all of said principal and interest shall be payable at such  
 banking house or trust company in Wheeling 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  
350 E. Dundee Road in said City.

\* "p" as used herein shall stand for the prime rate of interest from time to time in effect at Cole Taylor Bank. The Bank's  
 "prime rate" as used herein shall mean at any time the rate per annum then established by the Bank as being its prime rate and used by it in com-  
 puting interest on those loans on which interest is established with relationship to the Bank's prime rate, all as shown on the books and records of the  
 Bank. The rate at which interest accrues on said Note shall change from time to time concurrently with each change in said prime rate.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest due on said Note in accordance  
 with the terms and conditions thereof and of this Trust Deed, and the payment of any other indebtedness, obligations and liabilities of the First Party  
 or of beneficiaries of the First Party to the holders of the Note, whether now existing or hereafter arising, due or to become due, direct, indirect or  
 contingent, joint or several or joint and several, including but not limited to the guaranty or guaranties (whether now existing or hereafter arising) of  
 any indebtedness owing by a person, partnership or corporation to the holders of the Note; 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, 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 AS SCHEDULE "B"

PIN: 03-10-212-006  
 321 East Dennis Wheeling, IL 60090  
 which, with the property hereinafter described, is referred to herein as the "premises,"

D E L I V E R Y	Name	Cole Taylor Bank/Main	or RECORDER'S OFFICE BOX NO. _____ for information only insert street address of above described property.
	Street	350 E. Dundee Rd. Wheeling, IL 60090	
	City	<del>                    </del>	

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16. At the request of the holders of the Note, the First Party agrees to furnish the holders of the Note at the end of each calendar year, or more often if requested by the holders of the Note, a report of the operations of the premises, prepared by accountants acceptable to the holders of the Note, consisting of at least a balance sheet and a statement of profit and loss.

17. Any other mortgage of the premises or other consensual lien thereon, including a collateral assignment of the beneficial interest in the trust holding title to the premises, if any, made without the prior written approval of the holders of the Note shall give the holders of the Note the right, at any time, to declare the indebtedness secured hereby immediately due and payable.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Cole Taylor Bank/Main as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Cole Taylor Bank/Main its agents, or employees on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming, by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Cole Taylor Bank/Main individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, Cole Taylor Bank/Main not personally but as Trustee as aforesaid, has caused these presents to be signed by its ~~Assistant Vice-President~~ Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant ~~Trust Officer~~ Sec. ~~of the Trustee~~ the day and year first above written,

Cole Taylor Bank/Main  
As Trustee as aforesaid and not personally,

*Phyllis Lindstrom*  
ASSISTANT VICE-PRESIDENT-TRUST OFFICER

Attest *Rose M. Schlegel*  
ASSISTANT TRUST OFFICER-ASSISTANT CASHIER Sec.

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, Linda L. Horcher  
Phyllis Lindstrom

~~Assistant Vice-President~~ Vice-President - Trust Officer of Cole Taylor Bank/Main and  
Rose M. Schlegel, Asst. Sec.

Assistant Trust Officer-Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President, and Assistant Trust Officer-Assistant Cashier, 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 Trust Officer-Assistant Cashier then and there acknowledged that he/she as Trustee of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use and purpose therein set forth.

Given under my hand and notarial seal, this 22nd day of April A.D. 19 87

3611204

*Linda L. Horcher*  
Notary Public

OFFICIAL SEAL OF  
LINDA L. HORCHER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/18/90  
Prepared By: Denise Jarvis  
Cole Taylor Bank/Main  
350 E. Dundee Road  
Wheeling, IL 60090

IMPORTANT  
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.

The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

Trustee

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 of such receiver, or the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the 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 time when First Party, 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.

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 here-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 or successor shall be entitled to reasonable compensation to all acts performed hereunder.

11. Upon request from the holders of the Note, the First Party in addition to the principal interest payment provided for therein shall deposit monthly with the holders of the Note on the dates the aforesaid payments are due, a sum equal to 1/12 of the general real estate taxes levied against the premises and/or the cost of insurance on the premises in an amount not less than the lien hereof, to be applied on account of said taxes and/or said insurance when the same shall become due, using the amount of the last verifiable tax and/or insurance bill, whatever the case may be, as a basis for the respective deposit. No interest shall be paid by the holders of the Note secured hereby, on account of said deposit for taxes and/or insurance. There shall be no obligation upon the holders of the Note to obtain any tax and/or insurance bill, or to pay any tax and/or insurance bill, except upon presentation of the current bill by the First Party, provided that the sum of the deposit then available is sufficient to cover the cost of the same.

12. Notwithstanding anything here before stated, First Party hereby waives any and all rights or redemption from sale under order or decree of foreclosure of this Trust Deed on behalf of the First Party and each and every person, except decree or judgment creditors of First Party, acquiring any interest in or title to said premises subsequent to the date hereof.

13. Without the advanced written consent of the holders of the Note, First Party does further covenant and agree that it will not transfer, convey or cause to be transferred or suffer an involuntary transfer or conveyance of the premises or the beneficial interest in the trust holding title to the premises, including the transfer of possession of the premises pursuant to the sale thereof under articles of agreement for the issuance of a Warranty Deed, or otherwise, so long as the debt secured hereby subsists, and further, in the event of any such transfer by the First Party without the advanced written consent of the holders of the Note, the holders of the Note, in their sole discretion, and without notice to the First Party, may declare the whole of the debt secured hereby immediately due and payable and such transfer or conveyance will be void. The acceptance of any payment after any such transfer or conveyance shall not be construed as the consent of the holders of the Note to such transfer, nor shall it affect the right of the holders of the Note to proceed with such action as the holders of the Note shall deem necessary.

14. In the event the premises, or any part thereof are taken through the exercise of the power of eminent domain, the entire award for damages to the premises shall be the sole property of the holders of the Note, and shall be used and applied in reduction of the indebtedness due under said Note, in such order as the holders of the Note shall determine in their sole discretion, and the First Party hereby assigns to the holders of the Note, all right, title and interest in and to any award made pursuant to the proceedings wherein such power of eminent domain has been exercised and hereby authorizes and empowers the holders of the Note to receive and give acquittance herefor; to make, execute and deliver in the name of the First Party or any subsequent owner of the premises, any release, proof of claim, or other instrument that may be required to recover the insurance proceeds; and to endorse checks in the name of the First Party.

15. In the event that the insurance proceeds are payable with respect to any claim arising out of policies that the First Party is required to maintain pursuant to subparagraph 9 of paragraph 1 hereof, the entire proceeds shall be the sole property of the holders of the Note and shall be used and applied in reduction of the indebtedness due hereunder, in such order as the holders of the Note shall determine in their sole discretion, and the First Party hereby assigns to the holders of the Note all its right, title and interest in and to such proceeds, and hereby authorizes and empowers the holders of the Note to receive and give acquittance herefor; to make, execute and deliver in the name of the First Party, or any subsequent owner of the premises, any release, proof of claim, or other instrument that may be required to recover any such award; and to endorse checks in the name of the First Party.

16. In the event that the insurance proceeds are payable with respect to any claim arising out of policies that the First Party is required to maintain pursuant to subparagraph 9 of paragraph 1 hereof, the entire proceeds shall be the sole property of the holders of the Note and shall be used and applied in reduction of the indebtedness due hereunder, in such order as the holders of the Note shall determine in their sole discretion, and the First Party hereby assigns to the holders of the Note all its right, title and interest in and to such proceeds, and hereby authorizes and empowers the holders of the Note to receive and give acquittance herefor; to make, execute and deliver in the name of the First Party, or any subsequent owner of the premises, any release, proof of claim, or other instrument that may be required to recover any such award; and to endorse checks in the name of the First Party.

17. Refusal on the part of the holder of the Note to receive the insurance proceeds for any such reason shall not relieve the First Party of its obligations under paragraph 1 hereof.

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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 items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof are to be paid to the lender; and third, all principal and interest remaining unpaid on the Note, as its 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, whether arising before or after the filing of such suit all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the Note for attorneys' fees, appraisers' fees, appraisers' 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, guarantee policies, Foremen 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 post-maturity rate set forth in the Note securing this Trust Deced, if any, otherwise the pre-maturity rate set forth herein, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deced 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 the First Party, all unpaid indebtedness secured by this Trust Deced shall, notwithstanding anything in the Note or in this Trust Deced 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 to comply with any of the terms and conditions set forth in any paragraph hereof or to perform any act set forth in paragraph 1 hereof and such failure 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 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 of claim thereon.

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, to: (1) promptly repair, restore or rebuild any buildings or improvements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during as 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 used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation (without restricting the foregoing) 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. TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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