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- Mortgagors shall (a) promptly repair, rebuild or rebuild and improve any or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair; (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 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.
- Mortgagors 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors 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.
- 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 attorney's 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 Mortgagors.
- 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.
- Mortgagors 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 Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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, or other fees 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 shall immediately be 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.
- 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 proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 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 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 Mortgagors, 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.
- 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence or condition of the premises, 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.
- 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, 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 by the persons herein designated as the makers 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 by the persons herein designated as makers thereof.
- 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.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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.
- 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.
- Rider attached hereto commencing with succeeding page 18 is made a part of this

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IMPORTANT!  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT 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. **719536** (if closed)  
CHICAGO TITLE AND TRUST COMPANY,  
Trustee.  
By *[Signature]*  
Assistant Secretary, Assistant Vice President

MAIL TO: MILLER, SHAKMAN, NATHAN & HAMILTON  
208 S. KASABE ST.  
CHICAGO, IL 60604  
ATTN: MADELYNN J. HAUSMANN  
 PLACE IN RECORDER'S OFFICE BOX NUMBER

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

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## EXHIBIT A

Lot 10 (except the Southwesterly 17 feet thereof); Lot 11 (except the Southwesterly 17 feet thereof); Lot 12 (except the Southwesterly 17 feet thereof); Lot 13 (except the Southwesterly 17 feet thereof); in Block 1 in Fred W. Brummel and Co.'s Lincoln Bryn Mawr, Western Subdivision of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12, and that part Easterly of Lincoln Avenue of the West Half of the East Half of the Northeast Quarter of Section 12 (excepting therefrom that part thereof lying South of a line 200.0 feet North of the North line of Perwyn Avenue) all in Town 40 North, Range 13, East of the Third Principal Meridian (except streets and alleys) according to the plat of said Subdivision filed for record in the Recorder's Office of Cook County, Illinois on the 12th day of April, 1923, as Document Number 7879542, as corrected by Certificate filed for record in the Recorder's office of Cook County, Illinois, on April 30, 1923 as Document Number 7905451.

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RIDER TO TRUST DEED DATED JULY 17, 1987 BETWEEN

CHICAGO TITLE & TRUST COMPANY ("MORTGAGEE")

AND PETER SOCE AND IVANKA SOCE ("MORTGAGOR")

18. This trust deed is subject and subordinate to that certain trust deed dated September 1, 1985 and filed for record in the Office of the Registrar of Titles of Cook County, Illinois as Document Number 3489891 (herein referred to as "First Mortgage"), which secures a note, the unpaid principal of which as of September 1, 1985 was Ninety-Three Thousand, Six Hundred, Sixty-Six and 45/100's (\$93,666.45) Dollars, and which by the terms thereof matures on October 1, 1991.

19. It is agreed between the Mortgagor and the holder or holders hereof at the time and from time to time of the indebtedness secured by this junior trust deed, that the balance of the First Mortgage is to be paid by such holder or holders as provided by and subject to the terms and conditions set forth in paragraph number 21 of this Rider. Said holder or holders of the indebtedness secured by this junior trust deed are, for convenience, sometimes referred to in this Rider as "First Mortgage Debtor" ("FMD"). The term "Mortgagor" as used in this Rider, includes the plural thereof and whatever grammatical changes are required therefor.

20. (a) Mortgagor agrees to comply with all the terms and conditions of the First Mortgage other than with respect to the payment of principal and interest due under said First Mortgage.

(b) In the event Mortgagor shall fail to so comply with all of the terms, provisions and conditions of the First Mortgage so as to result in a default thereunder (other than with respect to payments of principal and interest due thereunder), such failure on the part of the Mortgagor shall constitute a default under this Mortgage and shall entitle FMD, at its option, to exercise any and all rights and remedies given FMD in the event of a default hereunder.

21. (a) It is contemplated that FMD will pay the holder of the First Mortgage the unpaid principal amounts of said First Mortgage, together with all interest thereon accruing thereunder as and when required by the terms of said First Mortgage, i.e., by paying the constant monthly installments provided to be paid thereunder, failing which Mortgagor shall have the rights set forth in Paragraph 23 of this Rider.

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(b) All such payments provided to be paid by FMD pursuant to the provisions of subparagraph (a) hereof, shall be made by FMD before the expiration of the applicable grace periods provided for such payments as contained in the First Mortgage.

(c) Notwithstanding the foregoing, FMD's obligation hereunder to make the respective payments of principal and interest as and when due under the First Mortgage is conditioned upon the following:

(i) Mortgagor is not in default at the time under this trust deed.

(ii) Mortgagor has complied at the time with all of the terms and provisions of the First Mortgage other than with respect to the payments of principal and interest required thereunder.

22. Mortgagor agrees to pay to FMD any sums required to be paid to the holder of the First Mortgage (other than payments of principal and interest under said Mortgage) at least twenty (20) days prior to the last day that payments may be made under the said First Mortgage without constituting a default thereunder and FMD agrees to promptly remit such sums so paid to FMD by Mortgagor to the holder of the First Mortgage in payment of such sums due under such Mortgage.

23. If the FMD shall default in making any required payment of principal and/or interest under the First Mortgage, and such default shall continue after expiration of any applicable grace period, the Mortgagor shall have the right to advance the funds necessary to cure such default and all funds so advanced by Mortgagor together with interest thereon at the rate of 9% per annum shall be credited against the next installment(s) of interest and principal due under the note secured by this junior trust deed.

24. Mortgagor and FMD agree to promptly send to each other copies of any notices received by them from the holder of the First Mortgage.

25. The Mortgagor shall furnish to the FMD promptly copies of all notices of default which the holder of the First Mortgage shall give to Mortgagor.

26. For the purpose of providing regularly for the prompt payment of all general real estate taxes levied or assessed against the premises that will next become due and payable, the Mortgagor will deposit with the FMD on the dates installments of principal and interest are payable an amount equal to such taxes, less the amount already deposited therefor, divided by the number of months to elapse prior to the date when such taxes will become payable. The monies thus deposited with the FMD are to be held without interest and are to be applied by the FMD to the payment of such taxes as they become due and payable. If at any time the

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FMD deems the amount deposited insufficient to pay said taxes, the Mortgagor will deposit with the FMD any amount necessary to make up the deficiency; provided, however, that nothing in this paragraph contained, shall relieve the Mortgagor from the performance of any of the other covenants and agreements contained relative to the payment of taxes. In case of default in the payment of any installment of principal or interest or in the performance of any of the covenants and agreements of the Mortgagor herein contained, the FMD may apply any and all sums then on deposit, on account of the indebtedness secured by this trust deed. It shall not be obligatory upon the holder of the indebtedness hereof to inquire into the validity or accuracy of the taxes before making payment of same, and nothing herein contained shall be construed as requiring such holder to advance other monies for said purpose.

27. The covenants, conditions and provisions hereof incorporated by reference to the junior trust deed aforementioned shall be binding upon and inure to the benefit of each of the parties comprising the Mortgagor and the FMD and their respective heirs, executors, administrators, successors and assigns.

28. In the event Mortgagor shall sell, convey, assign or otherwise transfer title to the Premises or any interest therein without the prior written consent of FMD, at the option of FMD the indebtedness secured hereby shall become immediately due and payable and Mortgagor shall be in default hereunder; provided, however, that the foregoing restrictions shall not apply to a sale or conveyance by Mortgagor to Manu Patel if such sale or conveyance is consummated no later than August 17, 1987, and if such Purchaser agrees with Mortgagor not to sell, convey, assign or otherwise transfer the Premises or any interest therein prior to the expiration of three years from the date of purchase or prior to the time that the principal balance due and owing to Mortgagor is less than \$238,000. Mortgagor further agrees that in connection with any such sale or conveyance, he will cause the Purchaser to agree to comply with all the terms and conditions of all pre-existing mortgages or trust deeds on the Premises, other than with respect to the payment of principal and interest due under said pre-existing mortgages or trust deeds. Mortgagor further agrees that without the prior written consent of FMD, he will not waive or consent to waive any restrictions on resale or transfer of the Premises or any interest therein.

29. Mortgagor shall not suffer or permit any mechanic's lien or other lien to attach to, or to be against or upon, the Premises which may or might be superior to the rights of FMD, except liens for taxes not yet due and payable, inchoate mechanic's liens and liens which are being contested by Mortgagor in good faith so as to prevent the appointment of a receiver for or the sale of the Premises. Each and every contract for repairs or improvements in excess of \$25,000 on the Premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the Premises and no contract or agreement, oral or written shall be executed

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by Mortgagor for repairs or improvements upon the Premises unless such contract or agreement contains such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to the FMD.

30. Mortgagor further covenants and agrees that Mortgagor will at all times during the existence of this Agreement, at Mortgagor's own expense, carry and maintain (or cause to be carried and maintained) in the names and for the joint protection of FMD and Mortgagor, and such other persons as FMD may designate, as their interests may appear, policies of insurance as follows:

(a) Fire and extended coverage insurance on the building and improvements on the Premises in amount sufficient to provide for not less than full recovery of the insurable value whenever the loss from causes covered by such insurance does not exceed 80% of the full insurable value of such building and improvements, and in any event in amount not less than the unpaid principal sum payable from time to time hereunder;

(b) Comprehensive general liability insurance, in form satisfactory to FMD, with limits of not less than \$500,000/\$1,000,000/\$100,000, indemnifying FMD, its beneficiaries, agents and servants (hereinafter "Indemnitees") and Mortgagor, as their interest may appear, against any loss or damage for personal injury, death, and property damage occasioned by an accident or casualty occurring in, upon or about the Premises or the sidewalks, alleys or other property adjacent thereto;

(c) In the event that Mortgagor employs any person or persons upon the Premises, Workmen's Compensation Insurance, in the usual form, indemnifying Indemnitees and Mortgagor as their interest may appear, against loss or damage resulting from any accident or casualty within the purview of the Illinois Workmen's Compensation Law; and

(d) In the event Mortgagor, or any assignee, or any party operated by, through or under Mortgagor, shall engage in the sale of spirituous liquors on said premises, Mortgagor shall maintain one or more policies of insurance including among other policies, liquor liability and dram shop insurance in form satisfactory to Indemnitees in responsible insurance companies satisfactory to Indemnitees, indemnifying Indemnitees and Mortgagor or any of them, against claims, by any person or persons who have been injured in any way in consequence of the intoxication, habitual or otherwise, of any person or persons resulting directly or indirectly from the sale, distribution, storage, use or giving away of alcoholic liquor in, upon or from the Premises for which Indemnitees or Mortgagor or any of them, may be liable under or by virtue of the Illinois Liquor

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Control Act and all amendments thereto, or under, or by virtue of, any statute, rule of law, ordinance or governmental measure making Indemnitees, Mortgagor or any of them, liable to pay to any person or persons any money or damage on account of any injury or injuries whatsoever resulting from the storage, sale, use, distribution or giving away of fermented, spiritous, alcoholic or other intoxicating liquor in, on, or from the Premises.

31. Mortgagor covenants and agrees to protect, exonerate, defend, indemnify, and save Indemnitees from and against any and all costs or liabilities which on or after the date hereof may arise out of Indemnitees' interest in the Premises or Personal Property, and from and against any and all loss, damage, cost, and expense or liability based on personal injury, death, loss, or damage to property suffered or incurred by any person, firm, corporation (including the parties hereto) and arising out of or attributable to the presence, condition, use, operation, or maintenance of the Premises or Personal Property. Indemnitees shall give prompt written notice to Mortgagor of any claim asserted against Indemnitees (within a reasonable time after such claim becomes known to Indemnitees), provided such claim appears likely to, if sustained, result in liability on the part of Mortgagor hereunder. Indemnitees' failure to give such notice shall not relieve Mortgagor from its obligation to protect, exonerate, defend, indemnify, and save Indemnitees harmless as aforesaid, except to the extent that failure to give such notice shall result in actual loss or damage to Mortgagor. If such claim shall be otherwise known to or reasonably should be known to Mortgagor, then Indemnitees shall be under no duty to advise Mortgagor thereof. In any action or proceeding brought against Indemnitees by reason of any such claim, Mortgagor, on notice from Indemnitees, covenants and agrees to resist or defend such action or proceeding using counsel satisfactory to Indemnitees. Mortgagor shall not make any claim against Indemnitees, nor shall Indemnitees be liable for any damages or injuries to any property of Mortgagor or any other person with respect to the Premises or any part thereof due to any cause whatsoever, nor will Mortgagor resist Indemnitees' claim for indemnification on the ground that such claim has not been submitted with sufficient particularity.

32. Mortgagor shall pay to and indemnify and defend Indemnitees against all loss, cost, damage, liability and expense (including attorney's fees and costs of litigation) incurred by reason of any claim, demand, action or proceeding to which Indemnitees may be made party by reason of being party to this Trust Deed, and Mortgagor will pay to Indemnitees all costs and expenses, including attorney's fees and costs of litigation, incurred by Indemnitees in enforcing any of the covenants and provisions of this Trust Deed, or in any action brought by Indemnitees against Mortgagor on account of any of the provisions of this Trust Deed. All such costs and expenses, including

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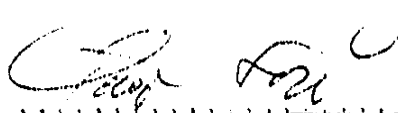
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attorney's fees and costs of litigation, may be included in and form a part of any judgment entered in any proceeding brought by Indemnitees against Mortgagor on or under this Trust Deed.

WITNESS the hand and seal of the parties hereto the day and year first above written.

MORTGAGOR:



\_\_\_\_\_  
PETER SOCE



\_\_\_\_\_  
IVANKA SOCE

Dated: July 17, 1997

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