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RIDER ATTACHED TO AND FULLY INCORPORATED AS PART OF TRUST DEED DATED JANUARY 3, 1989 BETWEEN PARKWAY BANK & TRUST COMPANY, AN ILLINOIS BANKING CORPORATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 6, 1985, AND KNOWN AS TRUST NUMBER 7407, AS MORTGAGOR AND PARKWAY BANK & TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE

In addition to the terms, conditions and provisions appearing on the printed form to which this Rider is attached and made a part thereof and notwithstanding any terms contained therein to the contrary, the parties hereto further and additionally agree as follows:

11. WAIVER OF REDEMPTION

The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor acquiring any interest in or title to the premises subsequent to the date of this trust deed. Mortgagor does further represent that it has been and is authorized and empowered by the trust agreement and by all persons having a power of direction over it, as such Trustee, to execute the foregoing waiver.

12. TAX DEPOSITS

In order to assure the payment of real estate taxes and special assessments (taxes) becoming due on said premises:

A. The mortgagor shall deposit with the holder of the Note secured hereby each and every month commencing with the date of the first payment of principal and interest shall become due on the indebtedness hereby secured, an amount equal to one-twelfth (1/12th) of the general real estate taxes last levied against the said premises; provided, that, in the case of the first such deposit, there shall be deposited in addition, an amount equal to one-twelfth (1/12th) of such taxes next to become due on the premises multiplied by the number of months elapsed between January 1st of the year succeeding the last year for which taxes on the premises have been paid, and the date of such first deposit. The amount of such deposits (herein generally called "tax deposits") shall be based

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upon the reasonable estimate of the holder of the Note secured hereby as to the amount of taxes next to be payable; and all tax deposits shall be held by the holder of the Note secured hereby without any allowance of interest thereon.

B. The holder of the Note secured hereby will, out of the tax deposits, upon the presentation of the holder of the Note secured hereby by the mortgagor of the bills therefor, pay the tax, or will, upon presentation of receipted bills therefor, reimburse the mortgagor for such payments made by the mortgagor. If the total tax deposits on hand shall not be sufficient to pay all of the taxes when the same shall become due, then mortgagor shall pay to the holder of the Note secured hereby on demand, any amount necessary to make up the deficiency. If the total of the tax deposits exceeds the amount required to pay the tax, such excess shall be credited on subsequent payments to be made for such items.

C. In the event of a default in any of the provisions contained in this Trust Deed, the holder of the Note secured hereby may, at its option, without being required to do so, apply any tax deposits on hand on any of the indebtedness hereby secured, in such order and manner as the holder of the Note secured hereby may elect. When the indebtedness hereby secured has been fully paid, then any remaining tax deposits shall be paid to the mortgagor. All tax deposits are hereby pledged as additional security for the indebtedness hereby secured, and shall be held in trust to be irrevocably applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of the mortgagor.

13. ADDITIONAL SECURITY

As additional security for the payment of the Note secured by this Trust Deed (and the provisions of this Rider) and for the faithful performance of all of the terms and conditions contained in this instrument, mortgagor has:

A. Executed and delivered contemporaneously herewith to the holders of the Note secured by this instrument as SECURED PARTY, a Security Agreement, together with supporting financing statements, creating a security interest in and to the items of personal property located or to be located on the subject premises and whether now owned or hereafter acquired. It is covenanted and agreed that a default under said Security

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Agreement shall constitute a default hereunder. Said mortgagor covenants and agrees to execute and deliver to the holders of the Note secured hereby such further instrument or instruments as may be necessary or required to perfect and continue the lien of said Security Agreement until the indebtedness is fully paid.

B. Caused to be executed and delivered to the holders of the Note a Guaranty by GUS TOUNTAS, NICK TOUNTAS and GUS MEAT COMPANY, INC., guaranteeing full and prompt payment of all principal, interest and other charges accruing under the Note and the faithful performance of all covenants and conditions of this Trust Deed.

C. Executed and delivered to the holders of the Note secured by this instrument, an Assignment of Leases assigning to FIRST STATE BANK OF CHICAGO, an Illinois banking corporation, all of its rights, title and interest as Lessor in and to any existing leases and in and to any leases hereafter negotiated and executed affecting the demised premises.

D. Executed and delivered to FIRST STATE BANK OF CHICAGO, an Illinois banking corporation, an Assignment of Rents assigning all of its rights, title and interest in and to all rents and other charges accruing and to accrue from the operation of the demised premises.

E. Executed and delivered contemporaneously herewith to the holders of the Note a pledge agreement pledging certain personal property deposited with the holders of the Note.

F. Placed, purchased, paid for and shall for the term of this Trust Deed, place, purchase, pay for and maintain fire, public liability, property damage, boiler insurance, flood insurance and other insurance coverage required by the terms of any lease assigned under either of the instruments described in subparagraphs (C) and (D) of Paragraph 13 preceding. These requirements shall be in addition to the obligations expressed in Paragraph 1 of the Trust Deed, and to this extent, the said provisions are hereby modified and extended. All original policies of insurance, whether required under Paragraph 1 of the Trust Deed or of the extended provisions of this subparagraph (E) shall be deposited with FIRST STATE BANK OF CHICAGO.

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14. FIRE OR CASUALTY

In the event the improvements on the premises described herein, or any part hereof, are partially damaged by fire or other casualty, the mortgagor shall immediately notify the holder of the Note secured hereby in writing. Any insurance proceeds receivable under any policy are hereby assigned to the holder of the Note secured hereby and shall, at the option and election of the holder of the Note, be applied for the restoration of such improvements to the same condition as existed prior to such damage free and clear of any mechanic's liens claims, notwithstanding anything herein or in said Note to the contrary, provided that mortgagor is not otherwise in default under the terms of this Trust Deed or the Note.

15. OBLIGATIONS OF PARTIES IN POSSESSION

The mortgagor covenants and agrees, during the term of this loan, that all of the provisions, requirements and conditions of the Trust Deed, including those contained in this Rider, relating to the operation, maintenance and control of the premises, shall be binding upon and performed by any person or persons, corporation or other entity having physical possession, operation and control of the premises. Mortgagor expressly covenants that in any lease or other arrangement with any person or persons, corporation or entity in which possession, maintenance, operation and control of the property is conferred, there will be inserted effective and enforceable provisions and undertakings requiring such person or persons, corporation or other entity fully to perform and comply with all of the terms and conditions of this Trust Deed and Rider.

16. ANNUAL STATEMENTS

Mortgagor covenants and agrees, during the term of this loan, to furnish to the holders and owners of the Note secured by this instrument, within ninety (90) days of the end of each fiscal year of its operation, detailed annual statements prepared by an independent accountant, showing the operation of the real estate described in this instrument. Annual statements required under the provisions of this paragraph shall include the financial data relevant to the ownership and operation of the real estate and, in the event the improvements thereon are operated by a lessee, the statements required shall include an audit of the operations of the lessee, which shall also be provided within ninety (90) days of the end of the fiscal year of the lessee. Each of such financial statements shall be comprehensive and reflect in addition to other data, the following:

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Current rent roll, tenant roster
Gross rental income
Other income and source
Real estate taxes
Insurance
Operating expenses in reasonable detail
Depreciation deduction (for Federal Income Tax purposes)
Federal Income Taxes

In the event any such statement is not in form satisfactory to the holder of the Note, or any such statement is not furnished, the holder of the Note shall have the right to audit the books of the Mortgagor, and tenant and/or the Guarantor, if any.

17. LITIGATION

If any action or proceeding be commenced to which action or proceeding the holders of the Note or Trustee is made a party, on in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the holders of the Note or Trustee for the expense of any litigation to prosecute or defend the rights and lien created by this Trust Deed, including reasonable counsel fees, shall become so much additional indebtedness secured hereby and immediately due and payable by mortgagor, with interest thereon at the same rate per annum as the rate of interest payable on the Note.

18. USE OF LOAN PROCEEDS

Mortgagor represents that it has been advised by the beneficiaries of mortgagor that the proceeds of the Note secured by this Trust Deed shall be used for the purposes specified in Paragraph 4 (1) (c) of Chapter 74 of the Illinois Revised Statutes and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

19. CONDEMNATION AWARD

Any award of damages resulting from condemnation proceedings or the taking or injury of the mortgaged premises for public use (all such awards to the total amount of the indebtedness secured by this Trust Deed, are hereby transferred and assigned to the holder of the Note) shall be paid to the holder of the Note and the proceeds or any part thereof may be applied by the holder of the Note at its option, after payment of all of its expenses, including costs and attorney fees, to the reduction of the indebtedness hereby secured and the holder of the Note is hereby authorized on behalf and in the name of the mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

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20. EVENTS OF DEFAULT

It shall be an immediate event of default hereunder if, without the prior written consent of the holder of the Note, which consent will not be unreasonably withheld, as follows:

A. The lease between mortgagor and any major commercial tenant is amended, modified or terminated.

B. The mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the premises or any part thereof, or interest therein, excepting only sales or other dispositions of obsolete collateral no longer useful in connection with the operation of the premises; provided that prior to the date of disposition thereof, such obsolete collateral has been replaced by collateral subject to the first and prior lien hereof, of at least equal value and utility. The conduct herein prohibited may be undertaken by the mortgagor provided written consent of the Trustee or holder of the Note is first obtained, which consent shall not be unreasonably withheld. Such consent, if given, shall not constitute a waiver of this provision, and it shall remain in effect with respect to future or successive transactions.

C. The beneficiaries of the mortgagor shall create, effect or consent to, or shall suffer or permit, any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiaries' beneficial interest in the mortgagor.

D. Bankruptcy of either of the mortgagor or the beneficial owner or the Guarantor in each case, whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily by operation of law or otherwise; provided that the foregoing provisions of this paragraph 20 shall not apply (i) to liens securing the indebtedness hereby secured, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the premises, or part thereof, or interest therein, or any beneficial interests, as the case may be, in the mortgagor, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives,

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and/or committee. The provisions of this paragraph 20 shall be operative with respect to and shall be binding upon any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the premises, or such beneficial interest in, the mortgagor.

21. COMPLIANCE WITH LAWS

Mortgagor expressly covenants and agrees that the premises described in this instrument are at all times to be operated in accordance with all applicable laws and ordinances, whether municipal, county, state or federal, and will maintain, during the term of this loan, current permits and licenses necessary for the lawful operation of the premises herein described for their current or proposed use.

22. GENERAL PROVISIONS

Mortgagor covenants and agrees as follows:

A. It is further covenanted and agreed that the makers, endorser's sureties and guarantors and all other persons who may become liable for the payment of the Note secured hereby, severally waive demand, presentment, protest, notice of nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur; and hereby consent to any extension of time of payment hereof or release of any party liable for this obligation. Any such extension or release may be made without notice to any of said parties and without discharging their liability.

B. To furnish to the holders and owners of the Note secured by this instrument, at such times as may be requested, an estoppel certificate stating the amount then unpaid on the indebtedness secured by this instrument and the date to which interest is paid. Such estoppel certificate shall further state that mortgagor has no defenses or setoffs with respect to the obligation secured by this instrument.

C. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party.

D. This Trust Deed (and the provisions of this Rider) may not be changed or terminated orally.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

PARKWAY BANK & TRUST COMPANY,
An Illinois Banking Corporation,
not personally but as Trustee
under a Trust Agreement dated
September 6, 1985, and known as
Trust Number 7407

BY: *[Signature]*

ATTEST: *[Signature]*

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This Agreement is dated by Parkway Bank & Trust Company, an Illinois Banking Corporation, not personally but as Trustee under a Trust Agreement dated September 6, 1985, and known as Trust Number 7407.

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