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EXHIBIT "A" ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED AND FIXTURE FILING BY AND BETWEEN COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST NO. 89-4170, AS MORTGAGOR IN FAVOR OF COLE TAYLOR BANK.

LEGAL DESCRIPTION

The South Five (5) acres of the East Half (1/2) of the North East Quarter (1/4) of the North East Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, (except that part thereof taken for streets and highways and also except the East Fifty (50) feet thereof) and also excepting from the above described parcel of land that part thereof bounded and described as follows: Commencing at the intersection of the North line of the South Half (1/2) of the South East Quarter (1/4) of the North East Quarter (1/4) of the North East Quarter (1/4) of Section 30, Township 40 North, Range 14, with the East line of Section 30, Township 40 North, Range 14; Thence running West along said North line 50.00 feet; Thence running South along a line 50.00 feet West of and parallel with said East line, being the West right-of-way line of North Ashland Avenue 33.00 feet to its intersection with the South right-of-way line of West Nelson Street being a line 33.00 feet South of and parallel with said North line of the South Half (1/2) of the South East Quarter (1/4) of the North East Quarter (1/4) of the North East Quarter (1/4) for a point of beginning; Thence continuing South along said West right-of-way line 100.00 feet; Thence running West 100.00 feet along a line 133.00 feet South of and parallel with said North line of the South Half (1/2) of the South East Quarter (1/4) of the North East Quarter (1/4); of the North East Quarter (1/4) Thence running North 100.00 feet along a line 150.00 feet West of and parallel with said East line of Section 30, Township 40 North, Range 14, to its intersection with the South right-of-way line of West Nelson Street; Thence running East 100.00 feet along said South right-of-way line to the place of beginning.

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TRUST DEED AND FIXTURE FILING

THIS INDENTURE, made June 28, 1990, by COLE TAYLOR BANK, an Illinois Banking Corporation, located at 1965 Milwaukee Avenue, Chicago, 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 October 19, 1989, and known as Trust Number 89-4170, herein referred to as "First Party or Mortgagor", in favor of COLE TAYLOR BANK, an Illinois corporation, herein referred to as "Trustee", located at 5501 W. 79th St., Burbank, Illinois.

W I T N E S S E T H:

40-498

WHEREAS, First Party has concurrently herewith executed a Principal Note bearing even date herewith in the total principal sum of ONE MILLION TEN THOUSAND AND NO/100 (\$1,010,000.00) 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 plus interest in monthly installments as follows: TEN THOUSAND THREE HUNDRED TWENTY THREE AND 91/100 (\$10,323.91) DOLLARS on the 1st day of August, 1990 and TEN THOUSAND THREE HUNDRED TWENTY THREE AND 91/100 (\$10,323.91) DOLLARS on the 1st day of each month thereafter, to and including the 1st day of July, 1993. Interest on the principal balance from time to time outstanding shall accrue at the rate of 11.41%, the "Interest Rate", per annum until June 30, 1993. On July 1, 1993 the Interest Rate shall change to a rate equal to the yield as quoted in the Wall Street Journal on July 1, 1993 of Government Treasury Notes with a maturity of March 1, 1994 plus 300 basis points. On the 1st day of each month beginning August 1, 1993 and continuing thereafter to and including the 1st day of February, 1994, the principal sum outstanding as of July 1, 1993 will be paid in monthly installments of principal and interest which will amortize the said principal balance over a 22 year period based on the Interest Rate. The final payment of the balance due and owing will be due on the 15th day of February, 1994. Installment payments not made prior to twenty (20) days from the due date thereof shall be subject to a late charge in the amount of five percent (5%) of such payment, and in the event the principal amount of such rate becomes due and payable in its entirety, such principal amount bearing interest at a rate per annum equal to four percent (4%) in excess of the regular interest rate hereinbefore stated, and all of said principal and interest being made payable at such banking house or trust company in Burbank, 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 COLE TAYLOR BANK, in said City.

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Notwithstanding anything contained herein to the contrary, the amount of indebtedness secured by this Trust Deed shall not exceed 200% of the original stated principal amount of the Note herein described.

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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 to secure the liabilities, as hereinafter defined, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents mortgage, warrant, grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the Real Estate situate, lying and being in the County of Cook and State of Illinois, and described on Exhibit "A" 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 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, in-a-door beds, awnings, 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. First Party agrees that the recording or filing of this Trust Deed in the appropriate office of the county where the premises are located shall also operate as a fixture filing in accordance with the provisions of the Uniform Commercial Code as adopted in the State where the premises are located.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the liabilities shall be fully paid or performed, 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 be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's 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 to 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)

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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 holder's of the Note duplicate receipts thereof; Mortgagor shall have the right to contest and protest the taxes provided that Mortgagor posts with the holder's of the Note such sums of money as are in the holder's of the Note discretion sufficient to protect holder's of the Note interests and to pay said taxes; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the Note, under insurance policies payable, in 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 to deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration, it being understood that upon the occurrence of any event insured against by any of the aforementioned insurance policies, and the receipt of insurance proceeds by the Trustee, the Trustee shall, at its option, after payment of all expenses with respect hereto, including in-house or outside attorneys' fees, apply such proceeds to the reduction of the indebtedness evidenced by the Note or the other liabilities, in such order of application as the Trustee may determine; then Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore 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. Anything to the contrary contained herein notwithstanding Mortgagor shall be allowed to use any insurance award up to \$50,000.00 to restore the premises; any sum in excess of \$50,000.00 shall be applied at the direction of the holders of the Note. The application of insurance funds shall be made by the Mortgagees in order of the priority of their liens. In the event that the First Mortgagee and the Second Mortgagee on the premises both consent to allowing the First Party to reconstruct the property in the event that it is destroyed by fire or other casualty and allow the First Party to use the proceeds of any insurance in order to reconstruct said property, then and in such event Trustee hereby agrees that they will also allow First Party

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to use said insurance proceeds to reconstruct the premises. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including in-house or outside attorneys' fees, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein 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 applicable rate per annum stated in the Note. 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 of the provisions of this paragraph. Anything to the contrary contained herein notwithstanding First Party may make tenant improvements to the Premises and other improvements in the ordinary course of business if said improvements are for less than \$85,000.00 are done in a good workmanlike manner and are paid for in full with proper lien waivers and other documentation.

2.1. First Party warrants and represents to Trustee that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination ("Environmental Contamination") has occurred or is existing on any portion of the premises or, to the best knowledge of First Party, on any other real estate now or previously owned, leased, occupied or operated by First Party or with respect to First Party's business and operations, and First Party has not received notice from any source, oral or written, of any of the following occurrences:

2.1.1 Any such Environmental Contamination;

2.1.2 that First Party's business and operations are not in full compliance with requirements of federal, state or local environmental, health and safety statutes or regulations;

2.1.3 that First Party is the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to any Environmental Contamination, alleged or otherwise;

2.1.4 that any portion of the premises or of any other property or assets of First Party, real or personal, is subject to any lien arising under any federal, state or local environmental, health and safety statutes or regulations;

2.2. First Party covenants and agrees, until all indebtedness or obligations secured by this Trust Deed are paid in full:

2.2.1 First Party shall not cause or permit to exist any Environmental Contamination on any portion of the premises or on any portion of any other real estate

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now or hereafter owned, leased, occupied or operated by First Party, or with respect to the business and operations of First Party.

2.2.2 First Party shall immediately notify Trustee of its receipt of any notice, oral or written, of the type described in paragraph 2.1 of this Trust Deed

2.3 First Party hereby indemnifies and holds Trustee harmless from and against all losses, costs, claims, causes of action, damages (including special, consequential and punitive damages), and including attorneys' fees (whether in-house or outside) and costs, incurred by Trustee and in any manner related to or arising from the breach of any of the foregoing warranties, representations, covenants, agreements or Trustee's becoming liable, in any manner whatsoever, for any Environmental Contamination previously, now or hereafter existing or occurring on any portion of the premises or on any other real estate previously, now or in the future owned, leased, occupied or operated by First Party, or occurring with respect to First Party's business or operations, which indemnification shall survive the payment in full of all indebtedness secured by the Trust Deed.

2.4 The breach of any warranties, representations, covenants or agreements contained in paragraphs 2.1, 2.2 or 2.3 of this Trust Deed or the giving to First Party of any notice of the type described in paragraph 2.1 of this Trust Deed (regardless of whether any Environmental Contamination of the type described in paragraph 2.1 of this Trust Deed has occurred and regardless of whether First Party has notified Trustee of the receipt of any such notice) shall entitle Trustee to accelerate the maturity of the Note and all other liabilities, and all such liabilities shall become immediately thereafter due and payable, and if payment thereof is not immediately made, Trustee shall have all remedies stated in therein or otherwise available to it.

2.5 For purposes of paragraphs 2.1, 2.2, 2.3 and 2.4 of this Trust Deed, the term "First Party" shall apply and refer to any beneficiary of First Party.

3. 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.

4. Any awards of damage resulting from condemnation proceedings, exercise of the power of eminent domain, or the

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taking of the premises for public use are hereby transferred, assigned and shall be paid to Trustee and the proceeds or any part thereof may be applied by Trustee, after the payment of all of its expenses, including costs and attorneys' fees (both in-house and outside), to the reduction of the liabilities and Trustee is hereby authorized, on behalf and in the name of First Party. If the application of the award applied to the balance due and owing on the Note is in excess of 50% of the outstanding balance on the Note, then the Trustee and holder of the Note agree to adjust the payments on the Note on an amortization schedule based upon 25 years or less on the time elapsed from the date of the payment.

5. At the option of the holders of the Note and without notice to First Party, its successors or assigns, the Note and all other liabilities shall upon the expiration of the applicable cure periods; notwithstanding anything in the Note, this Trust Deed or any other document to the contrary, become due and payable in their entirety (a) immediately in the case of default in making payment of any installment of principal or interest on the Note or any other liabilities, 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 past the applicable cure period, said option to be exercised at any time after the expiration of said period.

6. 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, 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, 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 immediately due and payable, with interest thereon at the applicable rate per annum stated in the Note, 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

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proceeding which might affect the premises or the security hereof, whether or not actually commenced.

7. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: **first**, to the reasonable expenses of such sale; **second**, to the reasonable expenses of security possession of the premises before sale, holding, maintaining and preparing the premises for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, management fees, reasonable attorneys' fees, payments made pursuant to Section 15-1505 of the Illinois Mortgage Foreclosure Law or otherwise authorized in this Trust Deed and other legal expenses incurred by Trustee; **third**, to the satisfaction of claims in the order of priority adjudicated in the judgment of foreclosure, and with respect to the liabilities, first to all items which, under the terms of this Trust Deed, constitute indebtedness secured by this Trust Deed additional to that evidenced by the Note, with interest thereon as herein provided, second to interest remaining unpaid on the liabilities and third to unpaid principal of the liabilities; **fourth**, to remittance of any surplus to First Party or as otherwise directed by the court.

8. Upon, or at any time after the filing of a complaint to foreclose this Trust Deed, as otherwise permitted by the Illinois Mortgage Foreclosure Law, the court in which such suit is filed may appoint a receiver of the premises, or may appoint the Trustee as a mortgagee-in-possession of the premises. Such receiver, or Trustee as mortgagee-in-possession, shall have power to collect the rents, issues and profits of the premises and shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the premises.

9. Trustee or the holders of the Note shall have the right, if reasonable notice is given to the Tenant, to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

10. 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.

11. 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

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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.

12. 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.

13. This Trust Deed and the Note secured hereby are not assumable and are immediately due and payable in full upon vesting of title in other than the grantors of the present trust deed or upon transfer of the beneficial interest of the land trust referred to herein to any party other than the owner thereof as of the date of this instrument. In addition, if the subject property is sold under Articles of Agreement for Deed by the present title holder, all sums due and owing hereunder shall immediately become due and payable.

14. "Liabilities" means all obligations of First Party or any beneficiary of First Party to Trustee for payment of any and all amounts due under the Note, this Trust Deed and of any indebtedness or contractual duty of every kind and nature of First Party or any beneficiary of First Party or any guarantor of the Note to Trustee, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise, "Liabilities" also includes all costs of collection, legal expenses and attorneys' fees (in-house or outside), incurred or paid by Trustee in attempting the collection or enforcement of the Note or this Trust Deed, or any extension or modification of this Trust Deed or the Note, any guaranty of the Note, or any other indebtedness of First Party or any beneficiary of First Party or any guarantor of the Note to Trustee, or in any legal proceeding occurring by reason of Trustee's being the trustee under this Trust Deed or any extension or modification thereof or the payee under or holder of the Note or any extension or modification thereof, including but not limited to any

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declaratory judgment action, or in the repossession, custody, sale, lease, assemble or other disposition of any collateral for the Note.

15. First Party warrants to Trustee that the premises are not "residential real estate" as defined in the Illinois Mortgage Foreclosure Law, and covenant and agree to and with Trustee that the premises shall not become "residential real estate", as so defined, at any time while any liabilities are outstanding.

16. No remedy or right of Trustee hereunder shall be exclusive. Each right and remedy of Trustee with respect to this Trust Deed shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Trustee in exercising, or omission to exercise, any remedy or right shall impair any such remedy or right, or shall be construed to be a waiver of any default or breach, or acquiescence therein, nor shall it affect any subsequent default or breach of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Trustee.

17. This Trust Deed has been made, executed and delivered to Trustee in Illinois and shall be construed in accordance with the internal laws of the State of Illinois. Wherever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Trust Deed are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Trust Deed.

18. FIRST PARTY HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM ANY JUDGMENT OF FORECLOSURE OF THIS TRUST DEED, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON CLAIMING THROUGH FIRST PARTY AS A SUCCESSOR, AND FIRST PARTY FURTHER HEREBY WAIVES ANY RIGHTS OF REINSTATEMENT TO CURE A DEFAULT AFTER THE LIABILITIES HAVE BEEN ACCELERATED BY REASON OF SUCH A DEFAULT, ON ITS OWN BEHALF AND ON BEHALF OF ANY PERSON CLAIMING A RIGHT OF REINSTATEMENT AS A SUCCESSOR TO FIRST PARTY.

19. The parties hereto acknowledge that the premises are currently encumbered by a first mortgage to Cohen Financial Corporation which was duly recorded as Document No. LR3594619 in the office of the Registrar of Titles of Cook County, Illinois, hereinafter called "First Mortgage" and which First Mortgage was duly assigned to Mutual Trust Life Insurance Company by an Assignment filed as Document No. LR3594622 in the office of the Registrar of Titles of Cook County, Illinois, and a second ^{wrap} mortgage ^{as around} to Wrap Mortgage, dated June 28, 1990* originally recorded ^{as around} filed as Document No. _____ in the office of the Recorder ^{Registrar of} ~~of Deeds~~ of Cook County, Illinois, hereinafter called "Second Mortgage" and in conjunction therewith, the Mortgagor hereby agrees as follows:

Titles

*in favor of Krupp Realty Limited Partnership - IV

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a. That the current balance due and owing on the First Mortgage is \$ 1,471,033.25 as of June 26, 1990.

b. That the current balance due and owing on the Second Mortgage is \$ 3,340,000 as of June 28, 1990. *wrap around*

c. That Mortgagor shall upon demand furnish to Mortgagee or the holder of the Note secured by this Mortgage proof that all payments due and owing on the First Mortgage and/or the Second Mortgage are current. Said proof of payment shall be delivered to the holder of the Note upon demand by the holder of the Note but not less often than quarterly, meaning January 1, April 1, July 1 and October 1 of each year.

d. That the occurrence of any event of default by under and pursuant to the terms, provisions and conditions of the First Mortgage and of the Note secured thereby shall be a default by under and pursuant to the terms of this Trust Deed and the Note secured hereby.

e. That any occurrence of a default by under and pursuant to the terms of the Second Mortgage and the Note secured thereby shall be a default pursuant to the terms, provisions and conditions of this Trust Deed and the Note secured hereby.

f. That there is currently not any default on the First Mortgage and all payments due and owing on said First Mortgage are current.

g. That the Second Mortgage is not currently in default and all payments due and owing on said Second Mortgage are current.

20. Mortgagor shall have ten (10) days to cure monetary defaults and thirty (30) days to cure non-monetary defaults.

21. If a non-monetary default is not capable of being cured within said 30 days, then First Party shall not be in default if they show due diligence in curing said default; however, if said default results in controversy involving more than \$50,000.00, then and in such event First Party agrees to escrow an amount necessary to pay any claim or to induce Chicago Title Insurance Company or other title insurance company acceptable to the parties to insure over said claim.

22. Mortgagor shall have the right to repay the Note in whole or in part at anytime without penalty.

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, as Trustee, solely in the exercise

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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 enforced against, COLE TAYLOR BANK, 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, individually, shall have no obligation to see to the performance or non-performance 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.

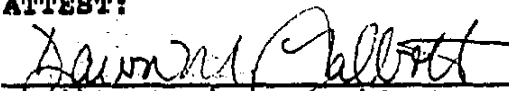
IN WITNESS WHEREOF, COLE TAYLOR BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President and Trust Officer, the day and year first above written.

COLE TAYLOR BANK, AS TRUSTEE AS
AFORESAID AND NOT PERSONALLY

BY:


Assistant Vice President and
Trust Officer

ATTEST:


Assistant Vice President and
Trust Officer

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT DOUGLAS W. MYERS Assistant Vice President/Land Trust Officer of Cole Taylor Bank, and DAWN M. TALBOT, ~~Assistant Vice President/Land Trust Officer of said Bank~~, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant Vice President/Land Trust Officer and Assistant Vice President/Land Trust Officer~~ 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, for the uses and purposes therein set forth; and the said ~~Assistant Vice President/Land Trust Officer~~ did also then and there acknowledge that (s)he, as custodian of the corporate seal of said Bank, did affix the said seal to said instrument.

Given under my hand and Notarial Seal this 28th day of JUNE, 1990.

Kathleen M. Hugi
Notary Public

OFFICIAL SEAL
Kathleen M. Hugi
Notary Public, State of Illinois
Commission Expires 12/8/91

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IN DUPLICATE

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REGISTERED MAIL
CERTIFICATE OF MAIL
1030 JUL -2 PM 2 52

Submitted by

Address

Promised

Deliver certifi. to

Address

Deliver duplicate Trust

Deed to

Address

Notified

COMMONWEALTH LAND TITLE INS. CO.

30 N. LaSalle

Suite 2900

Chicago, Illinois 60602

Property of Cook County Clerk's Office

POSTAGE WILL BE PAID BY ADDRESSEE
FIRST CLASS PERMIT NO. 1000 CHICAGO, ILL.
COOK COUNTY CLERK'S OFFICE
100 N. LA SALLE ST. CHICAGO, ILL. 60602

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