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TRUST **709** COOK COUNTY, ILLINOIS
FILED FOR RECORD
MAR 20 1972 2 15 PM

Edwin K. Olson
RECORDER OF DEEDS

21 841 051

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Form 941-B Rev. 7-64

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 7 1972, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated June 6, 1964 — and known as trust number 20347 —, herein referred to as "First Party," and PARK NATIONAL BANK OF CHICAGO, a National Banking Association —, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of SIXTY THOUSAND AND NO/100 Dollars, made payable to BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from March 7, 1972 on the balance of principal remaining from time to time unpaid at the rate of 7-1/4 per cent per annum in instalments as follows: FIVE HUNDRED FORTY SEVEN AND 72/100

Dollars on the 1st day of May 1972 and FIVE HUNDRED FORTY SEVEN AND 72/100 month

Dollars on the 1st day of each and every thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of April 1987. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of PARK NATIONAL BANK OF CHICAGO. Prepayment privilege granted — for details, see in said City.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, his successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

(FOR LEGAL DESCRIPTION, SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF)

That part of the West 1/4 of the North West 1/4 of Section 3, Township 42 North, Range 9, East of the Third Principal Meridian, that is described as follows: Commencing at the South West corner of the North West 1/4; thence North along the West line of said North West 1/4 — 504 ft. more or less to a point 237.6 ft. South of the North West corner of said North West 1/4; thence North 89 degrees 57 minutes East in a straight line parallel with the North line of said North West 1/4 — 233.0 ft.; thence North 37 degrees 24 minutes East in a straight line 134.50 ft. to a point 314.80 ft. East of the West line of said North West 1/4, as measured on a line parallel with the North line thereof (herein referred to as the place of beginning); thence North 86 degrees 05 minutes East 405.0 ft.; thence South 89 degrees 35 minutes East 595.20 ft. more or less to the center line of a public road known as "Brinker" Road; thence North along the center line of said public road to a point 660.0 ft. South of the North line of said North West 1/4; thence West a distance of 655.70 ft. more or less to a point 644.10 ft. East of the West line of said North West 1/4 and 660.0 ft. South of the North line of said North West 1/4; thence South a distance of 759.0 ft. to a point 642.0 ft. East of the West line of said North West 1/4; thence West on a line parallel with the North line of said North West 1/4 a distance of 387.0 ft. to a point which is 255.0 ft. East of the West line of said Section; thence South a distance of 851.30 ft. more or less to the point herein before mentioned as the place of beginning (except that part of said property described as follows: Beginning at a point on the center line of Brinker Road 1476.15 ft (as measured along said center line) South of the North line of said North West 1/4; thence Northerly along the center line of Brinker Road 185.55 ft. to an angle point in said center line, continuing thence Northerly along the center line of Brinker Road a distance of 630.60 ft. to a point 660.0 ft. South of the North line of said North West 1/4; thence West a distance of 655.70 ft. more or less to a point 644.10 ft. East of the West line of said North West 1/4 and 660.0 ft. South of the North line of said North West 1/4; thence South a distance of 759.0 ft. to a point 642.0 ft. East of the West line of said North West 1/4; continuing thence South along the same straight line a distance of 57.11 ft.; thence East parallel with the North line of said property a distance of 655.60 ft. to the point of beginning, in Cook County, Illinois, subject to roads and highways, if any.

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Property of Cook County Clerk

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 pieces of machinery and on a party 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, inador 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.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:
1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement 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 merchant'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 notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises, and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay, when due, 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 monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured here- by, 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

NAME
STREET
CITY

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

20 So. Brinker Rd.
Barrington, Illinois

INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER 480

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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; then Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, 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, charge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereon, shall be 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 rate of seven per cent per annum, fraction 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.

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 or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of the principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specified in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness here secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon by suit to foreclose the lien hereon, 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 rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, 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, which has not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured debts 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 First Party, its legal representatives or assigns, as their rights may appear.

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 suit, without notice, without regard to the solvency or insolvency at the time of application for such receiver of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 the same redemption or not, as well as during any further times when First Party, its successors or assigns, 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, use, care, 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 the 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 the 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. Trustee shall not 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 by 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 secured 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 Title 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.

RIDER ATTACHED HERETO AND MADE A PART HEREOF

11. Mortgagors further agree that upon default in the payment of any of the said instalments or of any of the obligations evidenced by the note secured by this trust deed, or by any rate of eight (8) per cent per annum upon the total indebtedness so far as said default shall continue, and any other payment upon such default shall be held in trust for the satisfaction of such indebtedness as may be unpaid and interest thereon shall be added to the principal sum of the indebtedness as aforesaid, shall at the option of the holders of the note become immediately due and payable, without notice, anything hereinbefore contained to the contrary notwithstanding.

12. Said parties of the first part further covenant and agree to deposit with the Trustee of this mortgage the legal and beneficial title to the premises, including the first day of May each and every month during the term of said loan, within the time mentioned in the next day of May each and every month during the term of said loan, commencing on the first day of May next according to a list said list shall be compiled by the Trustee or the Trustee's Successor in Trust and such list shall be filed in the office of the Recorder of Deeds of the county in which the premises are situated, and the annual insurance premiums, such sums to be held by the Trustee or the Trustee's Successor in Trust, shall be paid to the Trustee or the Trustee's Successor in Trust, as the case may be, to pay the general real estate taxes levied against said premises, and insurance premiums, as and when the same become due and payable.

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13. In the event of a Sale or Conveyance of the property described herein, the entire balance remaining unpaid on this mortgage shall become due and payable immediately.

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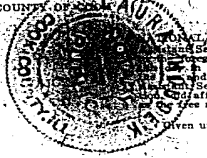
THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not as trustee but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank and Trust Company of Chicago
Trustee, as aforesaid, and personally.

By _____ VICE PRESIDENT
Attest _____ ASSISTANT SECRETARY

STATE OF ILLINOIS
COUNTY OF COOK



I, Laura Houdak, Notary Public in and for said County, in the State of said Illinois, do hereby certify that Joseph F. ... Vice-President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and Michael Whelan, Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, affixed the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and the foregoing instrument is a true and correct copy of the original thereof.

Given under my hand and Notarial Seal this 20th day of March 19 72
Notary Public
My commission expires 4-9-73

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 Instalment Note mentioned in the within Trust Deed has been identified hereunder under Identification No. 803
PARK NATIONAL BANK OF CHICAGO, Trustee
By _____ President

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END OF RECORDED DOCUMENT