

# UNOFFICIAL COPY

**TRUST DEED** COOK COUNTY, ILLINOIS  
(FIRST NATIONAL BANK, TRUSTEE) FILED FOR RECORD

22 701 046

*William R. Olson*  
RECORDING CLERK

\*22701046

APR 30 '74 2 12 PM

FORM 201 2/64

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made APRIL 11, 1974, between

FIRST NATIONAL BANK OF BLUE ISLAND,

a Corporation, duly organized and existing under the laws of the United States, and qualified to do a trust business under and by virtue of the laws of the State of Illinois, doing business in Blue Island, Illinois, 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 \_\_\_\_\_ and known as trust number 74015, herein referred to as "First Party," and

CHICAGO TITLE INSURANCE COMPANY

an Illinois corporation, herein referred to as THE TRUSTEE, witnesseth:

THAT WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the principal sum of FIFTEEN THOUSAND (\$15,000.00) Dollars,

made payable to BEAHER

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 date hereto of \_\_\_\_\_ on the balance of principal remaining from time to time unpaid at the rate of nine (9%) per cent per annum in installments as follows: ONE HUNDRED NINETY ONE (\$191.00) or more

Dollars on the 1st day of June, 1974 and ONE HUNDRED NINETY ONE

(\$191.00) or more Dollars on the 1st day of each month thereafter until said note is fully paid.

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 installment unless paid when due shall bear interest at the rate of \_\_\_\_\_ per annum, and all of said principal and interest being made payable at the office of the First National Bank of Blue Island, in Blue Island, Illinois, or at such place as the holders of the Note may, from time to time, appoint in writing.

IN WITNESS WHEREOF, First Party has caused the signature of \_\_\_\_\_ to be hereunto set in hand and seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 1974.

Lot 8 (except that part thereof lying East of a line 50 feet West of and parallel to the East line of Section 22 conveyed to the City of Chicago by Document #12126448) in Block 9 in Arthur T. McIntosh's Crawford Avenue Addition to Chicago in the East 1/2 of the Northeast 1/4 of Section 22, Township 38 North, Range 13 East of the Third Principal Meridian,

*Prepared by  
Bernick & Bernick  
5500 S Sawyer*

500

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 thereon 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 all real estate and the improvements thereon to the payment of the indebtedness evidenced by said note) to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including all ducts, pipes, and water heaters. All of the foregoing are deemed to be a part of said premises whether physically attached thereto or not, and it is agreed that all utility apparatus, equipment or articles heretofore placed on 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 upon the uses and trusts herein set forth.  
IT IS FURTHER UNDERSTOOD AND AGREED THAT:  
Until the indebtedness hereon 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 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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereon; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereon; and upon request furnish 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 to said premises except as required by law or municipal ordinances; (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 in full under policies, in the manner provided by statute, any loss or assessments which First Party may desire to collect; (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 subject either to pay the cost of replacing or repairing the same or to pay in full the insubstantial proceeds hereof; all in compliance 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 BERNICK & BERNICK, LTD.  
STREET Attorneys-at-Law  
5500 South Sawyer Avenue  
CITY Chicago, Illinois, 60629

500 RECORDERS INDEX NUMBER  
22 701 046  
DECLARED PROPERTY HERE

RECORDED'S OFFICE BOX NUMBER  
BOX 533

APR 30 63-05-355

22 701 046

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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 forfeiture of such policies, to cause such policies to be replaced by new policies on the respective dates of expiration, then Trustee, the holder of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, or purchase, discharge, or substitute any lien or claim superior to or claim thereon, or release from any lien or claim thereon, or insure or reinsure against the said premises or contents thereof, or any part thereof, in any manner or form, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgage herein and the lien hereon, plus reasonable compensation for Trustee for each matter herein provided which shall herein be deemed to be taken, shall be so much additional indebtedness secured hereon 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.

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, lien or title or claim thereon.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. In any 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 attorney's fees, Trustee's fees, operator's fee, 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 assistance 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 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 hereon after default of such right to foreclose the lien hereon, or for the commencement or prosecution of any foreclosure suit or proceeding which might affect the premises or the security hereon, whether or 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 hereon; 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 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 sale, without notice, without regard to the delivery or indelivery 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 sold without inquiry where a release is requested of a successor trustee, such successor trustee may accept as receiver or 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 matter, during the full statutory period of redemption, whether there be redemption or not, as well as during any further term 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, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any law, special assessment or other lien which may be or become superior to the lien hereon of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has a 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 submissions 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 hereon in and at the request of any person who shall, either before or after maturity of the note, produce and exhibit to Trustee the note representing the 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 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 he has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on the 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.

12. In the event alcoholic beverages are sold on these premises, failure to deposit acceptable dram shop insurance with Mortgagee shall cause immediate acceleration of all balances due.

THIS TRUST DEED is executed by the FIRST NATIONAL BANK OF BLUE ISLAND, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said First National Bank of Blue Island hereby certifies that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said First National Bank of Blue Island 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, at such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right of security hereunder, and that so long as the First Party and its successors and said First National Bank of Blue Island personally do not become the legal holder or holders of said note and the owner or owners of the indebtedness accruing hereunder shall look solely to the person or persons named in this instrument 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 same, or by the guarantor, if any.

IN WITNESS WHEREOF, the Assistant Vice President of the First National Bank of Blue Island, not personally but as Trustee as aforesaid, on behalf of these parties to be signed by its Assistant Vice President, the day and year first above written.

FIRST NATIONAL BANK OF BLUE ISLAND As Trustee as aforesaid and not personally,  
By *Anthony C Zajkowski* Assistant Vice-President  
Attest: *Patrick J Faloon* Assistant Secretary  
the undersigned

STATE OF ILLINOIS ss. a Notary Public in and for said County, in the state aforesaid, DO HENEDY CENTY, Notary Public  
COUNTY OF COOK ANTHONY C ZAJKOWSKI  
Assistant Vice-President of the FIRST NATIONAL BANK OF BLUE ISLAND, and  
PATRICK J FALOONA

Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President, and Assistant Secretary, 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 and as the free and voluntary act of said Company, in said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of April 1974  
*Notary Public*

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 Instrument Note mentioned in the within Trust Deed has been identified herewith under identification No. *11111111*

CHICAGO TITLE AND TRUST COMPANY Trustee  
*John J. [Signature]* ASST. SECRETARY