

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Loan No. 1-3282

*John H. Chen*  
RECORDING OF DEEDS

TRUST DEED

MAY 5 '73 2 59 PM

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Form 844 Rev. 1-68

THE ABOVE SPACE FOR RECORDER'S USE ONLY

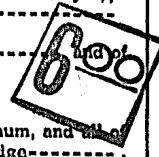
THIS INDENTURE, Made ----- May 4, ----- 19 73 , between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated May 8, 1972 and known as trust number - 76743 --- , herein referred to as "First Party," and CITIZENS BANK & TRUST COMPANY

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND 00/100----- (\$ 117,500.00----- ) Dollars, made payable to BEARER and delivered, in and by which said Principal 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 on May 4, 1974----- with interest thereon until maturity at the rate of ----- eight

per cent per annum payable semi-annually, on the ----- 4th ----- day of ----- November ----- and of ----- May ----- in each year;

all of said principal and interest bearing interest after maturity at the rate of ----- 11 1/2 ----- per cent per annum, and all said principal and interest being made payable at such banking house or trust company in Park Ridge----- 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 Citizens Bank & Trust Company----- in said City, NOW, THEREFORE, First Party to secure 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 this present instrument, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF ----- COOK ----- AND STATE OF ILLINOIS, to wit:



SEE ATTACHED RIDER

THIS RIDER IS ATTACHED TO AND MADE A PART OF TRUST DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE UNDER TRUST NO. 76743 to CITIZENS BANK & TRUST COMPANY, DATED MAY 4, 1973.

That part of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning at the Southwest Corner of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12 aforesaid; thence North 0° 00' 42" West along the West line of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12 aforesaid 213.95 feet; thence North 89° 59' 18" East at right angles thereto 183.0 feet; thence South 22° 43' 29" East 32.79 feet to a point of intersection with a line perpendicular to the South line of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12 aforesaid drawn through a point in said South line 16.33 feet East of the Southwest Corner thereof; thence South 56° 12' 07" West 74.1 feet to a point 142.45 feet North of (as measured along the West line) and 134.0 feet East (as measured at right angles) of said West line of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12 aforesaid; thence South 43° 14' 18" West 195.57 feet to the place of beginning, in Cook County, Illinois.

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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 hereby granted primarily and on a party with said premises and all necessary), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, etc., and all other fixtures, furniture, equipment, articles, and personal property now or hereafter attached thereto, including, but not restricting the foregoing), screens, window shades, storm doors and windows, door coverings, indoor beds, awnings, stoves and water heaters. All of the above described parts of said real estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment & articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

THE HAVE AND TO HOLD the premises until the said Trustee, its successors and assigns, forever, for the purpose, to set up the uses and trusts here-  
in set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

D NAME Citizens Bank & Trust Company  
E STREET One South Northwest Highway  
L  
I CITY Park Ridge, Illinois 60068  
V  
E  
R  
Y  
  
OR  
INSTRUCTIONS  
RECORDED'S OFFICE BOX NUMBER 405

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

1424 Carol Court

Palatine, Illinois 60067

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2. The Trustees or the holders of the note hereby assure 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.

At the option of the holder of the principal note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall become due and payable when default shall occur and continue for three days either in the payment of any instalments of interest, or in the event of the failure of First Party or its successors or assigns to pay into the vaults or any other place designated, such amount.

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 hereof. In any suit to foreclose the lien hereof, there shall be included and included as additional indebtedness in the decree for sale all expenditures and expenses which may be incurred by the trustee or Trustee or holders of the note for attorney's fees, Trustee's fees, costs of publication and examination, expert evidence, stenographer's charges, publication costs and costs (which may be sued for separately) of service, witnesses' fees, witnesses' expenses, attorney's fees, costs, expenses, and other expenses of the court, and reasonable compensation to the trustee or Trustee or holders of the note for services rendered in connection with the sale or collection of the title to or of the title or of the property or premises. All expenses and costs of the trustee or Trustee or holders of the note for the protection of the title or of the property or premises, including reasonable compensation to the trustee or Trustee or holders of the note for services rendered in connection with the sale or collection of the title to or of the title or of the property or premises, mentioned shall become so much additional indebtedness secured hereby and immediately payable upon demand. The trustee or Trustee or holders of the note may sue for the amount of the additional indebtedness mentioned at the rate of seven per cent per annum, when paid or incurred by trustee or Trustee or holders of the note, or by the plaintiff, claimant or defendant, (a) any proceeding, including probate and bankruptcy proceedings, to which either of them may be a party, or (b) any proceeding, including any action or suit to foreclose the lien hereof, or (c) any proceeding for the commencement of any suit for the foreclosure hereof after accrual of any right to foreclose the lien hereof, or (d) any proceeding for the commencement of any suit for the defense of any threatened suit or proceeding which might affect the title or security hereof, whether or not actually commenced.

The trustee or Trustee or holders of the note, or the plaintiff, claimant or defendant, may recover of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs of sale, including attorney's fees, and expenses of sale; second, on account of principal hereof; third, all other items

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order: first, all expenses incident to the foreclosure proceedings, including attorney fees and costs of suit, and the recording of the instrument evidencing the principal note, with interest thereon, as herein provided; second, all other items of expense, including attorney fees and costs of suit, and the recording of the instrument evidencing the principal note, with interest remaining unpaid on the principal note; fourth, any overplus to first party, its legal representatives or assigns, as their rights may appear.

7. Trustees have no duty to examine the title, location, existence, or condition of the premises, nor shall Trustees be obligated to record this trust deed or any affidavit, certificate, or other documents furnished by the debtor for any acts or omissions hereunder, except in case of willful default.

that purpose. Trustee shall have no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions of any person hereunder, except 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.

any power herein given.

9. Trustee shall release the 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 may execute and deliver a release hereof to and at the request of any person who shall have obtained before execution of this instrument a copy of the same to exhibit to trustee the principal note representing that all indebtedness hereby secured has been paid in full. Trustee may accept a true without inquiry. Where a release is requested of a surety or other party to whom this instrument is given, trustee may accept as the genuine note herein described any note which bears a certificate of identification and which purports to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed on behalf of First Party; and which conforms in substance with the description of the principal note herein described, any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed on behalf of First Party.

10. Trustee shall not be liable for any damage to this instrument or for any loss or expense arising out of the use of this instrument, except as provided in the instrument.

10. Trustees 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, death or removal of any Trustee, then Recorder or Deeds of the county in which the premises are situated shall be Successor to the resigning, deceased or removed Trustee hereunder. Trustee hereunder shall have the identical title, powers and authority as are herein given Trustees, and Trustee hereunder shall be entitled to reasonable compensation for all acts performed hereunder.

and any Trustee or successor shall be entitled to reasonable compensation for all acts performed.

The Mortgagor hereby waives any and all rights of redemption from said under any order or decree of foreclosure of this Mortgage, on behalf of the Mortgagor; the premises, and all persons beneficially interested therein, and each and every person except decree or judgment creditors of the Mortgagor in its representative capacity and of the premises, acquiring any interest in or title to the premises subsequent to the date of this Mortgage, pursuant to the provisions of Chapter 77 of the Illinois Revised Statutes. When said is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the Master in Chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed describing and conveying the premises purchased by him, showing the amount paid therefor, or if purchased by the person in whose favor the order of decree is entered, the amount of his bid therefor.

IN WITNESS WHEREOF, American National Bank And Trust Company of Chicago not personally but as Trustee 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,

**AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**

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“*It's a good day to be alive.*”

## Attorty

~~A CHIEF AND SECRETARY~~

**STATE OF ILLINOIS,** }  
**COUNTY OF COOK** } 85

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT the above named persons, WHO ARE President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A National Banking Association, Company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they have executed the same in their individual capacities, and not in their official capacities as Vice President and Assistant Secretary of said National Banking Association, and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth; and the said Assistant Secretary, being and thereto acknowledged, caused the corporate seal of said National Banking Association to be affixed to the same, and delivered the same to the said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notary seal

2025 RELEASE UNDER E.O. 14176

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**I M P O R T A N T**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-  
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED  
IS FILED FOR RECORD.

The Instalment Note \_\_\_\_\_, Secured by Trust Deed has been identified  
herewith under Identification No. **COUNTY**

Trustee

END OF RECORDED DOCUMENT