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TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

22 362 423

William A. Olson
RECORDER OF DEEDS

JUN 15 '73 10 50 AM

22362423

Form 944 Rev. 1-68

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 8, 19 73, between American National Bank and Trust Company of Chicago, 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 said 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 June 8, 1974 with interest thereon until maturity at the rate of eight

per cent per annum, payable semi-annually on the 8th day of December

June in each year;

all of said principal and interest bearing interest after maturity at the rate of nine per cent per annum, and all of 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 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 Hundred Seventeen Thousand Five Hundred and 00/100 Dollars in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, convey, release, alien and convey unto the Trustee, his executors 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 JUNE 8, 1973.

That part of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12, Township 40 North, Range 10, East of the Third Principal Meridian, described as follows: Commencing at a point in the West line of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12 aforesaid 601.37 feet North 0° 00' 42" West of the Southwest corner thereof; thence South 40° 10' 22" East 277.0 feet to the place of beginning of tract herein described; thence North 49° 49' 38" East at right angles thereto 97.24 feet to the Southwesterly line of Frontage Road of Route 53 as per document number 20296490; thence Southeasterly along said Southwesterly line being an arc convex Northeasterly having a radius of 570.0 feet a distance of 95.41 feet to a line having a bearing of North 64° 04' 40" East and drawn from a point which is 312.95 feet North (as measured along the West line of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12 aforesaid) of the Southwest corner thereof and 183.0 feet East (as measured at right angles thereto) of the West line of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12 aforesaid; thence South 64° 04' 40" West 133.09 feet to said point; thence North 00° 00' 42" West 59.0 feet; thence North 13° 48' 12" West 18.25 feet to the place of beginning, in Cook County, Illinois

Commonly known as 1452 Carol Court, Palatine, Illinois.

22 362 423

Office

Property of Cook County Clerk

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, appurtenances, fixtures, and appurtenances thereto belonging, and all rent, 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 water, light, power, etc. (whether single units or centrally controlled); and ventilation, including (without restricting the foregoing) all screens, window shades, storm doors and windows, floor coverings, ladder 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 or 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 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 for: (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) 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 as required by law or municipal ordinances; (8) keep the premises under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep the premises and improve by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereunder 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 holders of the note, such rights to be evidenced by the standard mortgage clauses to be attached to each policy; and to deliver all policies, including addenda 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 any payment or perform any act hereunder, 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, on 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and their indebtedness secured hereby and shall be immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. 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.

NAME Citizens Bank & Trust Company
 STREET One South Northwest Highway
 CITY Park Ridge, Illinois 60068

INSTRUCTIONS OR
 RECORDER'S OFFICE BOX NUMBER 405

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

1452 Carol Court
 Palatine, Illinois 60067

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251 532 55

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, lien or title or claim thereon.

3. At the option of the holders of the principal note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall notwithstanding anything in the principal note or in this trust deed to the contrary, become due and payable when default shall occur and continue for three days either in the payment of any installments of interest, or 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.

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 allowed and included as additional indebtedness in the decree for foreclosure the fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items 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 proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or (b) preparations for the commencement of any suit for the foreclosure hereof, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, 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 hereof; second, all other claims which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal 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 solvency or insolvency at the time of application for such receiver, of the person, if any, liable for the payment of the indebtedness secured hereby, and without regard to the amount of such indebtedness. The receiver shall have power to collect all rents, issues and profits of said premises during a period of redemption, whether there be redemption or not, in case of a sale and a deficiency, during the full period of redemption, or in such cases for the protection, possession, control, management and operation of the premises during the whole or any part of such period, or by any person whom he may deem proper to employ for such purpose, and all other powers of said receiver. 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 to the lien hereof or of such decree; or (2) such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency; or (4) 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, or as to an 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, and shall be liable for any acts or omissions hereunder, except in case of any gross negligence or misconduct or that of its 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 thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may receive and deliver a release hereof to any person who shall, either before or after maturity thereof, produce and exhibit to Trustee a principal note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. A release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certain identification purporting to be executed by a prior trustee, heretofore in office, 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 where the release is requested of the original trustee and he never executed a certificate on any instrument identifying same as the principal note described herein, it may accept as the genuine 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 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, then the Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall, by or at the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation therefor as shall be determined hereunder.

11. Repayment will be at the rate of \$23,500.00 for each unit sold.

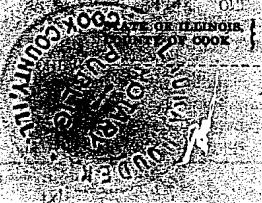
The Mortgagor hereby waives any and all rights of redemption, or of foreclosure of this Mortgage, on behalf of the Mortgagor, the premises, and all persons beneficially interested therein, and each and every person except decree or judgment creditors of the Mortgagor in its representative capacity and 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 sale 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.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, in and for the County of Cook and State of Illinois, and said American National Bank and Trust Company of Chicago, as by warrants 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 thereon, or to perform any covenant either express or implied by the said note, or to be bound by the terms and conditions hereof, and that the holders of said note and the owner or owners of any indebtedness secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, or 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
as Trustee, as aforesaid, and not personally,
By *[Signature]*
VICE PRESIDENT
Attest: *[Signature]*
ASSISTANT SECRETARY



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named American National Bank and Trust Company of Chicago, a National Banking Association, Grantor, personally known to me, and the Vice President and Assistant Secretary named in the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me on 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 National Banking Association for the use and purpose therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, the corporate seal of said National Banking Association caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said National Banking Association for the use and purpose therein set forth.

Given under my hand and Notary seal, Date 6-14-77
[Signature]
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 Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. _____

Trustee

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