

UNOFFICIAL COPY

Loan No. 1-3343

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Henry A. Olson*  
RECORDER OF DEEDS

TRUST DEED

22 370 540

22370540

JUN 21 '73 3 00 PM

Form 54 Rev. 1-68

THE ABOVE SPACE FOR RECORDERS USE ONLY

368131A

THIS INSTRUMENT, Made June 8, 1973, 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 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 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 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, by 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 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 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 42 North, Range 10, East of the Third Principal Meridian, described as follows: beginning at a point in the West line of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12 across 213.95 feet North 00° 00' 42" West of the Southwest corner thereof; thence North 89° 59' 18" East at right angles thereto 183.0 feet; thence North 00° 00' 42" West at right angles thereto 79.0 feet; thence South 89° 59' 18" West at right angles thereto 183.0 feet to the West line of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12 aforesaid; thence South 00° 00' 42" East along said West line 79.0 feet to the place of beginning in Cook County, Illinois.

Commonly known as 1434 Carol Court, Palatine, Illinois.

22 370 540







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, foreclosure, tax lien or title or claim thereon.

3. 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, 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 installment 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 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, stenography 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 proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or in connection with the execution of any judgment or decree, 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, 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 items 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 right 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 and the 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 or persons liable for the payment of the indebtedness secured hereby, and without regard to the 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 such foreclosure suit and, in case of a sale and a decree nisi during the full statutory period of redemption, whether there be redemption or not, as well as during any further time 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 or may not be 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 tax, special assessment or other lien which may be or become superior to the lien hereof; or (2) such other debts or claims as may be due to the mortgagor or his estate at the time of such foreclosure sale; and (3) 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 or authority 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.

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 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 principal note representing that 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 true the same note herein described and executed by such holder or assignee of the principal note as is herein provided, and without further inquiry, 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 it has never executed a certificate on any instrument identifying same as the principal note described herein, it may accept as true the same note herein described and executed by such holder or assignee of the principal note 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, the successor or assign 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. Repayment will be at the rate of \$23,500.00 for each unit sold.

The Mortgagor hereby waives any and all rights of redemption from sale 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 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 same as the premises hereof, or as purchased by the person in whose favor the order or decree is entered, the amount of the purchase money, and the amount of the debt secured by the mortgage.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee, as aforesaid in the exercise of the power and authority conferred in it as such Trustee by said American National Bank and Trust Company of Chicago, hereby created, and it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing in this 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 thereon, or any indebtedness secured hereby, 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 secured 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 mortgagor, 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 \_\_\_\_\_ VICE PRESIDENT  
Attest \_\_\_\_\_ ASSISTANT SECRETARY



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named \_\_\_\_\_ Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, created 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 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, as Secretary of the corporate seal of said National Banking Association, and the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act such 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 6-14-23  
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