

UNOFFICIAL COPY

TRUST DEED

Loan No. 1-3342

COOK COUNTY, ILLINOIS
FILED FOR RECORD

22 370 541

William R. Clark
RECORDER OF DEEDS

JUN 21 '73 3 00 PM

22370541

Form 844 Rev. 1-67

THE ABOVE SPACE FOR RECORDERS USE ONLY

3681311

THIS TRUST DEED, Made June 8, 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 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 and of

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 bank or 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 assure 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, on hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, 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:

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 aforesaid 192.95 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 0° 00' 42" East along said West line 79.0 feet to the place of beginning, in Cook County, Illinois.

Commonly known as 1444 Carol Court, Palatine, Illinois.

22 370 541

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Property of Cook County

which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong- ing, and all rents, issues and profits thereof for
as long and during all such times as First Party, its successors or assigns may be entitled thereto (which are placed primarily and on a parity with said
real estate and not secondarily), and all apparatus, equipment or fixtures hereon or thereon (which are placed primarily and on a parity with said
water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including, but not limited to, supply fans, gas air conditioning,
window shades, storm doors and windows, door coverings, leader heads, awnings, stoves and water heaters. All of the foregoing are declared to be part
of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or fixtures hereafter placed in the
premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:
1. 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 encumbrances or other liens or claims for liens 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; (4) on request exhibit
satisfactory evidence of the discharge of such prior lien to trustee or to holders of the notes; (5) complete within a reasonable time any building or
alterations in said premises except as required by law or municipality; (6) refrain from making material alterations in said premises except as required by law or municipality;
(7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, power service charges, and other charges
against the premises when due, and upon written request to furnish to trustee or to holders of the notes duplicate receipts therefor; (8) pay charges
under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings, structures,
and improvements insured against loss or damage by fire, lightning or windstorm under policies provided 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 hereon;
by all in compliance herewith to the holders of the notes, under insurance policies payable, in case of loss or damage, to trustee for the use of the
holders of the notes, such rights to be evidenced by the standard insurance policies to be furnished to each policy and to deliver all policies, including
original and renewal policies, to holders of the notes, 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 holder of the notes may, but need not, make any payment or premium on prior encumbrances, if such
in any form and manner deemed expedient, and may, but need not, make any payment or premium on prior encumbrances, if such
and purchase, discharge, compromise or settle any lien or other prior lien or title or claim thereon, or judgment thereon, or insurance on or incurred in con-
nection therewith, including attorney's fees, and any other money advanced by trustee or the holder of the notes to protect the incumbered premises and
the lien hereon, plus reasonable compensation to trustee for each matter concerning which action herein authorized may be taken, shall be as much addi-
tional 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. Inaction of trustee or holders of the notes 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
OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER 405



FOR RECORDERS INDEX PURPOSES
HEREIN SET FORTH ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
1444 Carol Court
Palatine, Illinois 60067

22-22-541

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, 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 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, 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) and for procuring 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 said 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 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 proceeding, 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 overplus 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, or to the person or persons liable for the payment of the indebtedness hereby secured, and without regard to the time when 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 statutory period of redemption, whether there be 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 incident to the office of a receiver, and may be authorized to appoint a sub-receiver to collect the net income in his hands in whole or in part or (3) the receiver may be authorized to execute any deed or conveyance in whole or in part of the premises secured hereby, or by any decree foreclosing this trust deed, of any 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 foreclosure sale; (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, 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 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 powers hereunder.
9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured hereby 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 of the principal note 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 the evidence of such release a certificate of identification 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 the evidence of such release a certificate of identification of the principal note and which purports to be executed on behalf of First Party, 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, the then Recorder or Deeds of the county in which the premises are situated shall be successor in Trust, and his successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be held 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 in and to 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 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 the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants 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 the said First Party or 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 arising 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 acting in 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 are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness arising hereunder shall look solely to the person or persons 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.

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, and I personally known to me to be the same persons whose names are subscribed to the foregoing instrument as at such time as this day in person and acknowledged that they signed and delivered the said instrument as their own and voluntary act and as the free and voluntary act of said National Banking Association for the use and benefit of the said American National Bank and Trust Company of Chicago, and there acknowledged that said Assistant Secretary, as Secretary of 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 6-14-25
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. 22-370-541