

# UNOFFICIAL COPY

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THIS INDENTURE, made November 16, 1976, between The Bank & Trust Company of Arlington Heights, an Illinois Corporation not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a TRUST AGREEMENT dated November 13, 1976 and known as trust number 1325 herein referred to as "First Party," and Chicago Title Insurance Company, an Illinois corporation herein referred to as "TRUSTEE," witnesseth,

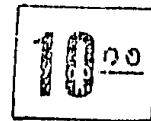
an Illinois corporation herein referred to as "First Party", witnesseth,  
THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the  
PRINCIPAL SUM OF Fifty Thousand and NO/100-----

made payable to BEA, and delivered, in and by which said Note the 1st 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 on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum in installments as follows: \$402.76----- DOLLARS on the 1st day of January 1977 and \$402.76----- DOLLARS on the 1st day of each Month thereafter until said note is fully paid except that the final payment of principal and interest if not sooner paid, shall be due on the 1st day of December 2001. All such payments on account of the indebtedness evidenced by said note to be first applied to interest and the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Arlington Heights 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 The Bank & Trust Company of Arlington Heights 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 Dollar in 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

Lot 8 in GIA's Resubdivision of the South 36 feet of Lot 28 (except the East 33 feet and the West 33 feet thereof) and the North Half of Lot 30 (except the East 33 feet and the West 33 feet thereof) all in Allison's Addition to Arlington Heights, Subdivision in the Southwest Quarter (except the West Quarter of the Southwest Quarter and the South 4 acres of the East Half of the Southwest Quarter) in Section 20, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded January 25, 1974 as Document 22606349 and Certificate of Correct on recorded March 3, 1975 as Document No. 23010419, in Cook County, Illinois.

This Instrument Was Prepared By: *Kim Weiss*  
**REAL ESTATE LOAN DEPARTMENT**  
The Bank & Trust Company  
of Arlington Heights,  
900 E. Kempton Avenue  
Arlington Heights, IL 60005



which, with the property hereinafter described, is referred to herein as the 'Enterprise.'

TOGETHER with all improvements, tenements, fixtures, and appurtenances thereto belonging, now or hereafter made, and profits therefrom, now and hereafter arising, by First Party, its successors or assigns may be entitled thereto, which may be pledged, mortgaged and/or on a part of said real estate and not necessarily, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, indoor beds, air vents, 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 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

IT IS FURTHER UNDERSTOOD AND AGREED THAT  
1. Until the end of the year 1945, all American territory

1. Until the indebtedness aboveof shall be fully paid, and in case of the failure of First Party, its successors or assigns to pay promptly to Trustee or to rebuild all buildings on improvements thereon on the premises which may, become situated thereon, the same to be kept and preserved good, safe and secure, without waste and damage, other than claim for rent, for hen not otherwise  
subordinated to the hen herein, (b) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the hen herein, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note to  
complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (c) complete all  
other requirements of any zoning ordinance with respect to the premises and the use thereof, and pay all taxes and special assessments  
in said premises except as required by law or municipal ordinance; (d) 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; (e) pay in full under protest in the manner provided  
in section 113 of the tax or assessment laws first party may determine to contest; (f) keep all buildings and improvements thereon in a  
sound and fireproof condition against loss by fire, lightning, explosion, wind or water damage, and pay for payment 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 hereby  
and 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 clause to be attached to each policy, and to deliver all  
polices, policies and certificates held by the note holder in case of a claim upon them, and to pay all premiums and other amounts  
as and when they fall due, to the named dates of expiration, the Trustee or the holder of the note may, but need not, make any partial  
payment or perform any act hereinafter set forth in any form and manner deemed by the holder, and may, but need not, make full or partial any  
payments of principal or interest on prior encumbrances if any, and purchase, discharge, compromise or settle any tax or assessment. All money paid  
or given to the note holder in payment of any tax or assessment, or in payment of any premium or other amount, or in payment of any  
complaints advanced by Trustee or the holders of the note to protect the mortgaged premises and the hen herein, plus reasonable compensation  
therefor and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum  
from the date when the holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the  
conditions of this instrument.

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, tax lien or title or claim thereof.

3. At the option of the holders of the note, and without notice to this Trust Party, its successors or assigns, by the trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately on demand of payment of all principal or interest then due on the note, or (b) in the event of the failure of First Party or the successors or assigns of First Party, at any time after the date specified in the paragraph hereof and such default shall continue for three days, subject to be exercised at any time before the expiration of said third day.

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 herein. In any suit to foreclose the lien herein, there shall be allowed and included as additional indebtedness, costs of suit, legal expenses, attorney's fees, any part of the principal or of any interest in the property, and all other expenses, including attorney's fees, trustee's fees, attorney's fees, outlays for documentary and expert evidence, stenograph fees, publication costs and costs to witness which may be estimated as to items to be expended after entry of the decree of foreclosing 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 require, and all other expenses of the suit, including reasonable compensation to the attorney or attorneys engaged in such decree, the true condition of the title to or of 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 six percent per annum from the date of the note to the date of payment of any amount so expended, unless otherwise provided in the note or deed of trust or by bankruptcy proceeding, in which either of them shall be party thereto, is placed, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or the preparations for the commencement of any suit for the foreclosure hereof before accrual of such right to foreclose, or the preparations for the commencement of any suit for the defense of any threatened suit or proceeding which

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 amounts due by the debtor to the Trustee, his successors or assigns, as are mentioned in the preceding paragraph; 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or any time after the filing of the bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises, or such other person or corporation as it may determine, for sale without notice, to the solvent or insolvent, at the time of application for such receiver, of the person or persons, if any shall be liable for the payment of the indebtedness, hereby, and without regard to the then 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 the period of his receivership, and to foreclose the same during any further period of time which he may be retained in such capacity, to be exempted or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, shall be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are used 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 direct the receiver to do any one or more of the following: (1) to sell the premises at public auction, or by private sale, or by my decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien herein, or such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

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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 expressly obligated by terms, herein, 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 bill of sale by proper instrument upon presentation of satisfactory evidence that all indebtedness, principal and interest, due and payable, to Trustee, including interest to and including the date of payment of all debts hereby secured has been paid, which representation Trustee may accept at face value without inquiry. Where a release is requested of a successor trustee such successor trustee may accept the genuine note herein described, any note which bears a certificate of identification purporting to be identical with the original note, or any copy of the original note, and where the release is requested of the original trustee and he has not been succeeded, he may accept any instrument identifying same as the note described herein, and may accept 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, filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deed 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.

THIS TRUST DEED is executed by THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, not personally, but as Trustee as aforesaid, in the corporate name and not under any other name, by the said corporation, THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, hereby warrant 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 on said THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS 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, 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 the successors and assigns of THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS personally are concerned, they shall not be liable for any debt or obligation of the First Party or any indebtedness arising hereunder, except 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.

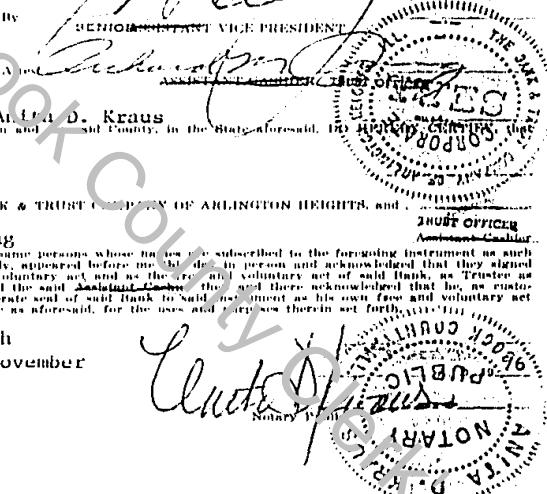
IN WITNESS WHEREOF, THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its ~~President~~ Vice-President, and its corporate seal to be hereunto affixed and attested by its ~~President~~ Vice-President, the day and year first above written.

TRUST OFFICER

THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS As Trustee as aforesaid and not personally.

STATE OF ILLINOIS /  
COUNTY OF COOK /

L. A. Kraus, At L. A. Kraus,  
a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that



IMPORTANT	The Instalment Note mentioned in the within Trust Deed has been identified herewith under application No. 605825 H. J. Poste
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	CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE

CHICAGO, ILLINOIS  
RECORD

Nov 21 12 53 PM '76

TRUST DEED

THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS

Trustee

THE ABOVE SPACE FOR RECORDER'S USE ONLY

23723837  
THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS  
900 East Kensington Road  
ARLINGTON HEIGHTS, ILLINOIS 60044

END OF RECORDED DOCUMENT