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TRUST DEED
By LAND TRUSTEE
SECURING INDEBTEDNESS DUE TO
FIRST ARLINGTON NATIONAL BANK
OF
ARLINGTON HEIGHTS, ILLINOIS

This Indenture, Made December 2nd 19 76 between,

FIRST ARLINGTON NATIONAL BANK IN ARLINGTON HEIGHTS, ILLINOIS, A NATIONAL BANKING ASSOCIATION, a corporation duly organized and existing under and by virtue of the laws of the United States of America, not personally but solely as **LAND TRUSTEE** under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said company in pursuance of a **LAND TRUST** Agreement dated October 22, 1976 and known as **LAND TRUST** number A701 herein referred to as "First Party," and Florence Brehm herein referred to as **TRUSTEE**, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a note bearing even date herewith in the total **PRINCIPAL SUM OF**

Ninety Eight Thousand and 17/100-----Dollars,

made payable to the order of First Arlington National Bank, Arlington Heights, Illinois, and delivered, payable as follows:

With interest thereon at the rate of 10 percent per annum, payable monthly on balance of said principal sum remaining from time to time unpaid. Said principal and interest shall be payable in monthly installments of One Thousand Fifty Three and 17/100 dollars (\$1,053.17) each, the first installment to be paid on the 1st day of June, A.D. 1977, and an installment of like amount to be paid on the 1st day of each and every month thereafter until said principal sum and interest have been fully paid, except that the final payment, if not sooner paid, shall be due and payable on the 1st day of May, 1992, and shall be in the amount of One Thousand Fifty Three and 17/100 dollars (\$1,053.17). Each payment shall be first applied to payment of interest and the balance on account of principal.

in and by which the First Party promises to pay said sum out of that portion of the land trust estate subject to said **LAND TRUST** Agreement, as provided in the said note which is payable at First Arlington National Bank, Arlington Heights, Illinois, or at such place as the holder of the note may, from time to time, in writing appoint.

NOW, THEREFORE, the First Party, to secure the payment of the said note 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**, successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF

COOK AND STATE OF ILLINOIS, to wit:

Lots 22, 23, 24 in Block 4 in Feuerborn & Klodes Arlington Heights Manor being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 10 and part of the Northeast 1/4 of Section 9, Township 41 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois.

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PREPARED BY *M. T. H.*
FIRST ARLINGTON NATIONAL BANK
1 North Dunton
Arlington Heights, Ill. 60005

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

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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 pledged primarily and on a parity with said real estate and not secondarily), 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, inador 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 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, successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth and for the security of the said note hereinabove described.

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 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 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 holder 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 in said premises except as required by law or municipal ordinance; (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 holder of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm, explosion, and such other hazards as holder of note may require providing for payment by the insurance company or companies of moneys sufficient to pay the cost of replacing all buildings and improvements in event of complete destruction, all in companies satisfactory to the holder of the note, holder's rights to be evidenced by the standard mortgage clause or other mortgage clause requested by said holder, if available, in favor of the holder of said note, attached to each policy; and to deliver all policies to the holder of the note, renewal policies to be delivered not less than 30 days prior to dates of expiration with premiums fully paid for the policy term; then TRUSTEE or the holder of the note may, but need not, make any payment or perform any act hereinbefore set forth 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, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax assessment. All moneys paid for any 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 holder of the note, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to TRUSTEE for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest permissible lawful rate. Inaction of TRUSTEE or holder 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.

2. The TRUSTEE, or the holder of the note hereby secured, in 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 holder of the note, and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed, shall notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making any payment called for by said note, 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, holder 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 holder of the note for attorneys' fees, TRUSTEE's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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 holder 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 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 eight per cent per annum, when paid or incurred by TRUSTEE or holder 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 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 note; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, their heirs, 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 co-makers or other person or persons, if any, liable for the payment of the indebtedness secured 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 pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full 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 which may be necessary or are 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 of 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 holder 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 the terms hereof, nor be liable for any acts or omissions hereunder, except in case of TRUSTEE's own gross negligence or misconduct or that of the agents or employees of TRUSTEE, and may require indemnities satisfactory to TRUSTEE, before exercising any power herein given.

9. TRUSTEE shall release this trust deed and the lien thereof by proper instrument upon presentation of evidence satisfactory to TRUSTEE that all indebtedness secured by this trust deed 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 thereof, produce and exhibit to TRUSTEE the note, representing that all indebtedness hereby secured has been paid, which representation TRUSTEE may accept as true without inquiry; and if a release is requested of a successor TRUSTEE such successor TRUSTEE may accept as the genuine note herein described any note which bears a certificate of identification purporting 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 where the release is requested of the original TRUSTEE and TRUSTEE has never executed a certificate on any instrument identifying same as the principal note described herein, TRUSTEE 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.

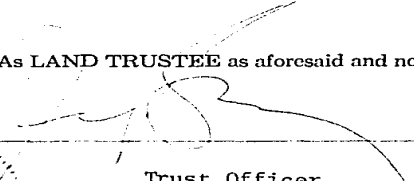
10. TRUSTEE may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of TRUSTEE; the then Recorder of Deeds of the county in which the premises are 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.

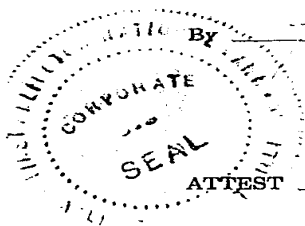
11. The First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on behalf of itself, the trust estate and all persons beneficially interested therein, and each and every person except decree or judgment creditors of the First Party in its representative capacity (or of the Trust Estate) acquiring any interest in or title to the premises subsequent to the date of this trust deed.

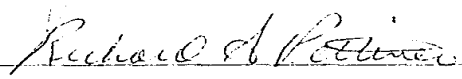
THIS TRUST DEED is executed by the First Party, not personally but as LAND TRUSTEE as aforesaid in the exercise of the power and authority conferred upon and vested in it as such LAND TRUSTEE (and the First Party hereby warrants that it possesses full power and authority to execute this instrument,) and it is expressly understood and agreed that nothing herein or in said principal note(s) or interest coupon(s) contained shall be construed as creating any liability on the said First Party personally to pay the said principal note(s) 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 its successors personally are concerned, the legal holder or holders of said principal note(s) and interest coupon(s) and the owner or owners of any indebtedness accruing hereunder shall look to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note(s) provided and/or by action to enforce the personal liability of the co-maker(s) of said note, if any.

IN WITNESS WHEREOF the First Party, not personally but as LAND TRUSTEE as aforesaid, has executed these presents on the day and year first above written.

As LAND TRUSTEE as aforesaid and not personally


its _____ Trust Officer




its _____ Asst. Vice President

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State of Illinois }
County of Cook } ss.

I, Klaus Giuliano
a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY,
that Edward J. Silha, Jr., Trust Officer of
First Arlington National Bank and
Richard S. Pettineo, Asst. Vice President of
said company, who are personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day in person and acknowl-
edged that they signed and delivered the said instrument as their own free and voluntary
act and as the free and voluntary act of said corporation, as LAND TRUSTEE as aforesaid,
for the uses and purposes therein set forth; and did affix the corporate seal of said company
to said instrument as the free and voluntary act of said company as LAND TRUSTEE
as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2nd
day of December A.D. 1976.

Klaus Giuliano

Notary Public

Property of Cook County Clerk's Office



ILLINOIS
RECORD
FEB 10 05 AM '77

CLERK OF DEEDS
*23805519

MAIL TO
FIRST ARLINGTON
NATIONAL BANK
P. O. Box 247
Arlington Hts., Il. 60005

BOX 533

END OF RECORDED DOCUMENT