

UNOFFICIAL COPY

NOV 15 1975

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made November 4, 1975, between BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated November 4, 1975 and known as trust number 1-0139, herein referred to as "First Party," and BRIDGEVIEW BANK AND TRUST COMPANY

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS, First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of

TWENTY ONE THOUSAND FIVE HUNDRED AND NO/100 (\$21,500.00) Dollars, made payable to BEARE

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and herein specifically described, the said principal sum and interest from

November 4, 1975 on the balance of principal remaining from time to time unpaid at the rate of 9 per cent per annum in instalments as follows:

TWO HUNDRED SEVENTY TWO AND 36/100 (\$272.36) Dollars on the First day of January 1976 and

TWO HUNDRED SEVENTY TWO AND 36/100 (\$272.36) Dollars on the First 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 First day of December 1985

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on 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 Bridgeview, 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 Bridgeview Bank and 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 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 Cook AND STATE OF ILLINOIS, to

Lot 8 in Block 8 in David Davis' Subdivision, being a Subdivision of the Northeast quarter of the Southwest quarter of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.**

5-20-75

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof, to be held 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, interior 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.

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 holders of the notes; (4) complete within a reasonable time any building or to the premises and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinance; (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (7) pay in full and promptly the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME Bridgeview Bank and Trust Company
STREET 7940 S. Harlem
CITY Bridgeview, Ill. 60455
OR
RECORDER'S OFFICE BOX NUMBER 206

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
463 W. 28th St., Chicago
THIS DOCUMENT PREPARED BY
Robert G. Schuler
7940 S. Harlem
Bridgeview, Ill. 60455

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holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional 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 hereinafter 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 foreclosure affecting said premises or content any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders 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 as much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight 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.

BOOK COUNTY OF ... FILED FOR ... Dec 9 3 02 PM '75 *23319023

THIS TRUST DEED is executed by the Bridgeview Bank and Trust Company 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 Bridgeview Bank and Trust Company 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 on said Bridgeview Bank and Trust Company personally to pay the said note or any interest thereon, or any indebtedness secured hereunder, or to perform any contract either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every party, now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Bridgeview Bank and Trust Company personally are concerned, the legal title and the ownership 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 guarantor, if any.

IN WITNESS WHEREOF, Bridgeview Bank and Trust Company, not personally but as Trustee as aforesaid, has caused the same to be signed by its Vice President and Secretary, and to be hereunto affixed and attested by its Secretary, the day and year first above written.

BRIDGEVIEW BANK AND TRUST COMPANY as Trustee as aforesaid and under Trust No. ... By [Signature] Vice President Attest [Signature] Secretary

I, Marie A. Arnold, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Peter A. Balas, Vice President of the BRIDGEVIEW BANK AND TRUST COMPANY and Robert G. Schulz, Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that as said Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of November, 1975, Marie A. Arnold, Notary Public

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THE 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. 366 Bridgeview Bank and Trust Company By [Signature] Trustee

END OF RECORDED DOCUMENT