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**The Indenture**, made this 24<sup>th</sup> day of June, 1978, between **THE FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK**, a National Banking Association, not personally liable as Trustee under the provisions of a Decree or Decrees in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement on June 15, 1978 and known as trust number 338

between said Bank as "First Party," and **THE FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK** hereinafter as "Trustee," witnesseth:

THAT WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the principal sum of THIRTY THOUSAND and no/100

(\$30,000.00) DOLLARS.

to be payable to **FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK** and delivered, in and by which said Note the First Party promises to pay all of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of disbursement

on the balance of principal remaining from time to time unpaid at the rate of 10

per cent per annum in installments as follows: TWO HUNDRED SIXTY FIVE and no/100 DOLLARS

on the 15th day of July 1978 and TWO HUNDRED SIXTY FIVE and no/100 DOLLARS

on the 15th 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 15th day of

June 1980. 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 installment unless paid when due shall bear interest at the rate of 12 per cent per annum, all of said principal

and interest being made payable at such bank house or trust company in Oak Brook

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 **FIRST NATIONAL BANK & 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-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THIS INSTRUMENT WAS PREPARED BY **MARTIN J. GREENBERG, c/o NEIMAN & GRAIS, 221 N. LaSalle Street, Chicago, Illinois 60601**

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

TOGETHER with all improvements, tenements, encumbrances, 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, in-a-door 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 said real estate.

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THE TRUSTEE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE INTERESTS OF THE SUCCESSORS OR ASSIGNS OF FIRST PARTY IN THE PREMISES, AND SHALL MAINTAIN SAID PREMISES IN GOOD CONDITION.

IT IS HEREBY 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 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 holders 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 or windstorm under policies providing for payment by 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 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 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 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 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 so much additional indebtedness secured hereby 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 note shall never be considered as a waiver of any right accruing to them or to any of the provisions of this paragraph.

2. The Trustee or the holders of the note or any 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 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 a scheduled payment of any installment of principal or interest on the note, or (b) 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 and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

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, stenographers' 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 policies and examinations, guarantee policies, Trustee's 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 as 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, 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus 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 notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons,

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if any, 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 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 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 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 for 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.

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 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 fully paid; and Trustee may execute and deliver a release hereof 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. Where 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 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 note described herein, it may accept as the genuine note herein described any note which was 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 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 mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed. Mortgagor further represents and acknowledges that it has been and is authorized and empowered by the trust instruments and by all persons having a power of direction over it as such Trustee, to execute the foregoing waiver.

FOR ADDITIONAL PROVISIONS, SEE OTHER ATTACHED HEREOF AND MAKE A PART HEREOF

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by THE FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, said BANK, its agents, or employees on account hereof, or on account of any covenant, undertaking or agreement herein contained in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that said BANK, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier or Trust Officer, the day and year first above written.

THE FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK,  
As Trustee as aforesaid and not personally.

By [Signature]  
Vice-President

ATTEST [Signature]  
Assistant Cashier or Trust Officer  
Vice President

See Rider Attached.

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COOK COUNTY CLERK  
FILES FOR RECORD

Jun 14 78 9 00 AM

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STATE OF ILLINOIS }  
County of Cook }

I, Marilyn E. Key  
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

George C. Clam

Vice-President of THE FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK, and

Patricia P. Rosenkrantz, Asst. Vice President

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Cashier, or Trust Officer, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Cashier then and there acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.



GIVEN under my hand and notarial seal, this 22nd  
day of June

Marilyn E. Key  
Notary Public.

The installment Note mentioned in this within  
Trust Deed has been identified herewith under  
Identification No. 300407

TRUSTEE:

IMPORTANT  
FOR THE PROTECTION OF BOTH THE MORTGAGEE AND LENDER, THIS NOTE SHOULD BE FILED BY THE TRUST DEED HOLDER WITHIN 90 DAYS FROM THE TRUST DEED BEING FILED FOR RECORD.

Box \_\_\_\_\_  
**TRUST DEED**

THE FIRST NATIONAL BANK & TRUST COMPANY  
OF OAK BROOK

as Trustee

To

Trustee

THE FIRST NATIONAL BANK & TRUST COMPANY  
OF OAK BROOK  
2111 N.W. 11TH ST.  
OAK BROOK, ILLINOIS 60451

FORM 1004 (8-67) (Rev. 1-68)

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED EXECUTED BY THE FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK, AN ILLINOIS CORPORATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED June 15, 1978 AND KNOWN AS TRUST NO. 338, TO FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK, DATED June 20, 1978

17. In order to provide for the payment of real estate taxes and assessments, the Mortgagor agrees, together with and in addition to the monthly payment of principal and interest payable under the terms of the Note secured hereby to pay to the Holders of the Note, on the same day of the month as the principal and interest installments are due and payable, until said Note is fully paid, a sum equal to one-twelfth of the annual real estate taxes and special assessments as estimated by the Holders of the Note in such manner as the Holders of the Note may prescribe, so as to provide the current year's tax obligations for the property described herein on the last day of each year during the term of the Note; such sums to be held by the Holders of the Note in trust to pay said taxes and assessments before same become delinquent. In the event that the amount so paid to the Holders of the Note shall not be sufficient to pay said taxes and assessments when due, the Mortgagor shall deposit immediately with the Holders of the Note an amount sufficient to pay said taxes and assessments. Default in making any of said payments required for the purpose of providing funds for the payment of taxes and assessments as aforesaid shall at the option of the Holders of the Note, mature the entire indebtedness secured hereby. If there shall be a default under any of the provisions of this instrument resulting in a sale of the property or foreclosure, or if the Holders of the Note acquired the property otherwise after default, it shall apply, at the time of commencement of such proceeding, or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under this provision as a credit against the amount of said principal then remaining unpaid under said Note. No interest shall accrue or be allowed the Mortgagor on any payments made under the provisions of this paragraph.
18. Mortgagor further agrees to pay to the Holders of the Note on the same day of the month as the principal and interest installments are due and payable, until said Note is fully paid, a sum of money equal to 1/12th of the future hazard insurance premiums required for said property, the same to be held in trust by the Holders of the Note. Said payments to the Holders of the Note shall be held subject to the same terms and conditions as the above described tax and special assessments account.

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THE FIRST NATIONAL BANK & TRUST CO.  
OF OAK BROOK, not personally, but as  
Trustee as aforesaid under trust  
No. 338

By   
Vice President

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EXHIBIT "A"

Unit Number 407(1), as delineated on survey of the following described parcel of real estate which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership made by Amalgamated Trust and Savings Bank, as Trustee under Trust No. 2302; and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24489033, as described as follows:

That part of the East 40 Acres of the West Half of the Northwest Quarter of Section 24, Township 42 North, Range 11, East of the Third Principal Meridian, Lying South of the North Line of the South Half of the Northwest Quarter (Except the West 40 feet thereof), in Cook County, Illinois.

Together with a percentage of common elements appertenant to said unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with amended declarations as same are filed of record, pursuant to said Declaration, and together with additional common elements as said amended declarations are filed of record, in the percentages set forth in such amended declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such amended declaration as though conveyed hereby.

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Cook County Clerk's Office