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THIS INDENTURE, Made June 30 1978 between La Salle National Bank, 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 Bank in pursuance of a Trust Agreement dated June 29, 1978 and known as trust number 54650 herein referred to as "First Party," and Chicago Title and Trust Company,

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF Two Hundred Seventy-Five Thousand and No/100 (\$275,000.00) and delivered, in and by made payable to BEAR, which said 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 and interest on the balance of principal remaining from time to time unpaid at the rate of eight (8) per cent per annum as follows:

- (a) Interest at the rate aforesaid only shall be due and payable on the first day of August, 1978.
- (b) Principal and interest shall be due and payable in monthly installments of \$3,333.66, on the first day of September, 1978, and on the first day of each and every calendar month thereafter, to and including the first day of May, 1982; and
- (c) Unless sooner paid as therein provided, the balance of the principal sum then remaining unpaid and all accrued interest thereon shall be due and payable on the first day of June, 1982.

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 ten per cent per annum, and all of said principal and interest being made payable at such place as the holders of the note may, from time to time, in writing designate, and in absence of such designation, then at the residence of John S. Tuinstra, Route 1, Whitewater, Wisconsin.

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 no 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 Village of Evergreen Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 19 in Tuinstra's Garden Subdivision of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 37 North, Range 13 East of the Third Principal Meridian in the Village of Evergreen Park, County of Cook, State of Illinois.

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 for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are 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), screen window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are to be a part of said real estate whether physically attached thereto or not, and it is a 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 trusts herein set forth. 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 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby 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 herebefore set forth in any of the above and manner deemed expedient, and may but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and in any case, discharge, compromise or settle any tax lien or other prior lien or title or claim therefor, or redeem from any tax sale or forfeiture affecting said premises or out of any tax or assessment. All moneys paid for any of the 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 holders of the note to protect the mortgage 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 construed as a waiver of any right accruing to them on account of any of the provisions of this paragraph.
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 claim therefor.
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) in case of default by First Party in the payment of any installment of principal and interest, or any portion thereof, when due in accordance with the terms of the note and the continuance of such default for five (5) days thereafter or (b) in case of default by First Party in the performance of any covenants or agreements contained in the note or this trust deed and the continuance of such default for thirty (30) days after written notice thereof to First Party.
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) or 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 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 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 trial of such right to foreclosure 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.

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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 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 is 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.

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. 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 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. 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 which it 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 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 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. 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 terms, covenants and provisions set forth on the Rider, consisting of 4 pages, attached hereto, are incorporated into and made a part of this trust deed.

THIS TRUST DEED is executed by the La Salle National Bank, 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 La Salle National Bank, 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 La Salle National Bank personally to pay the said note or any interest 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 and assigns, La Salle National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall be 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, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK, Trustee as aforesaid, and personally by Vicki Weirigan Assistant Vice President
I, T. Hirsh Assistant Secretary
Notary Public in and for Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of my office.

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

RECORDING OFFICE
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James A. Clark Assistant Vice President of the LA SALLE NATIONAL BANK, and
T. Hirsh Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President, and Assistant 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he is as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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 7th day of August

My Commission Expires June 20, 1981

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 63223

Chicagotitle
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
ASST. SECRETARY

THIS INSTRUMENT PREPARED BY:
McDEARMITT, NIEL & EMERY
C. S. ANDERSON
111 W. MADISON ST.
CHICAGO, ILL. 60603

3504 00 00 11 ILLINOIS
FILED FOR RECORD
AUG 24 1981 05 PM '81

Box
TRUST DEED
LaSalle National Bank
as Trustee TO
Trustee

THE ABOVE SPACE FOR RECORDERS USE ONLY

LaSalle National Bank
135 South La Salle Street
CHICAGO

FORM 8045 CP

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RIDER TO THAT CERTAIN TRUST DEED DATED June 30, 1978,
BETWEEN LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO.
54650 AND NOT PERSONALLY, AS FIRST PARTY, AND CHICAGO
TITLE AND TRUST COMPANY, AS TRUSTEE.

12. In addition to the payment of the indebtedness hereby secured and of any other sums to be made pursuant to the note and/or this trust deed, and to secure and to provide for the payment by First Party of general real estate taxes, and special assessments, if any, levied, assessed or imposed against the premises, during the term of this trust deed, First Party shall deposit with the holders of the note, on the first day of July, 1978 and on the first day of each and every calendar month thereafter until the note is fully paid, an amount equal to one-twelfth (1/12) of the annual real estate taxes, and special assessments, if any, levied, assessed or imposed against the premises, as determined by the amount of the last available bills therefor.

The holders of the note shall invest the amounts so deposited pursuant to this paragraph in a time or savings account with a national or state bank or savings and loan association. The choice of bank or savings and loan association and the form of ownership and control over such time or savings account shall be at the sole election and discretion of the holders of the note. Except as herein provided all interest and earnings on such time or savings account shall be paid from time to time at the direction of the holders of the note to First Party, but not less often than semi-annually.

The holders of the note are hereby authorized by First Party to disburse from the amounts so deposited and to pay, from time to time until the note is fully paid, without further inquiry as to the accuracy or validity thereof, all such general real estate taxes, and any such special assessments, as and when the same become due, but only to the extent of the amounts so deposited and only upon presentation by First Party, or its beneficiary, of bills, invoices or statements therefor.

In the event that the amounts so deposited shall at any time be insufficient to pay any and all such general real estate taxes, and any such special assessments, when the same are billed for collection by proper taxing authorities, then, in such event, First Party shall deposit upon demand by the holders of the note a sum of money equal to the amount of such deficiency. Until such deficiency is cured by First Party, the holders of the note shall have no further obligation or duty to pay any such taxes or assessments. In the event that the amount so deposited shall exceed the amount necessary to pay such general real estate taxes and any such special assessments then, in such event, such excess shall be credited on subsequent deposits or payments of the same nature. The existence of such deposits shall not at any time impose upon Trustee or the holders of the note any obligation or responsibility:

(a) for the protesting or contesting in any manner the taxes or assessments affecting the premises; or

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(b) for the payment of any real estate tax bill, except upon the presentation of bills, statements or invoices therefor, and then only to the extent of the amounts deposited pursuant to this paragraph,

any and all such obligations and responsibilities being hereby expressly waived by First Party, and any and all persons hereafter claiming under or through First Party, or, from time to time, owning or having an interest, in fee simple, in the premises.

First Party shall not be relieved from the performance of its other obligations and agreements contained in this trust deed in respect of the payment of taxes and assessments; provided, however, that so long as First Party is not in default hereunder, the amounts so deposited shall be fully utilized for the payment of taxes and assessments. In case of default in the payment of any monthly installments of principal and interest, or any portion thereof, when due under the note, or in the payment of any other obligations when due under this trust deed, or in the performance of any other covenant, agreement or condition contained in the note and/or this trust deed, then the holders of the note shall have the right, but not the obligation, to use any and all amounts so held on deposit, including all earnings thereon, for payment of current taxes even though subsequent owners of the premises may benefit thereby or for application to the unpaid balance of principal under the note, all accrued interest thereon, or any other obligations then unpaid and secured by this trust deed, in such order or priority as the holders of the note may determine.

Upon the payment in full of the principal sum, and all accrued interest thereon, under the note and the full and faithful performance of all of First Party's covenants, agreements and obligations under the note and this trust deed, the holders of the note shall deliver and pay over to First Party, or to such other person as First Party may direct in writing, all deposits then held in the possession of the holders of the note. In refunding any part of such deposits, the holders of the note may deal with whomsoever is represented to be the owner of the premises at such time.

13. (a) Prior to January 1, 1979, First Party shall have, and hereby reserves, the right to prepay, at any time and from time to time, without premium or penalty, the balance of the principal sum evidenced by the note, in whole, or in amount or amounts not exceeding, in the aggregate, the sum of \$8,750, less the aggregate of all payments on account of principal made or to be made by First Party during the calendar year 1978; provided, however, that at the time of making of any such prepayment of principal, First Party shall pay any and all then accrued but unpaid interest on the principal sum thereby evidenced, to and including the date of such prepayment.

(b) On or after January 1, 1979, First Party shall have, and hereby reserves, the right to prepay, at any time and from time to time, without premium or penalty, the balance of the principal sum evidenced by the note, in whole or in part; provided, however, that at the time of making of any such prepayment of principal, First Party shall also pay any and all then accrued but unpaid interest on the principal sum thereby evidenced, to and including the date of such prepayment.

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(c) In the event of any prepayment made as herein and in the note provided, First Party shall not, at any time, be deemed in default under the note, so long as the unpaid balance of the principal sum and interest thereon (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that the indebtedness evidenced by the note would have been had the monthly installment payments been made as therein specified; provided, however, that First Party shall not be relieved of any of its other obligations for the payment of money under the note and/or this trust deed; and provided, further, that monthly installment payments shall be continued in the event of any credit of proceeds of insurance or condemnation.

14. First Party 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, the trust estate and all persons beneficially interested therein, and on behalf of each and every person, except decree or judgment creditors of First Party, acquiring any interest in or title to the premises, subsequent to the date of this trust deed. First Party represents that it has been and is authorized and empowered by said Trust Agreement and all instruments related or incidental thereto, and by all necessary persons to execute the foregoing release and waiver.

15. (a) All notices, demands or requests required or desired to be given hereunder shall be in writing and shall be deemed to have been properly given if served in person or if mailed by United States registered or certified mail, return receipt requested, addressed as follows:

In case of First Party:

LaSalle National Bank,
as Trustee under Trust No. 54670
135 South LaSalle Street
Chicago, Illinois

In case of holders of the note:

John S. Tuinstra, John S. Tuinstra, Jr., and
Audrey J. Tuinstra
C/O John S. Tuinstra
Route 1
Whitewater, Wisconsin

or such other address as may from time to time be designated by the party to be addressed by notice to the others in the manner hereinabove provided.

(b) This trust deed and all the provisions hereof shall extend to and be binding upon First Party and all persons claiming under or through First Party and any persons from time to time owning or having an interest in the premises, and the term "First Party" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons have executed the note or this trust deed. This trust deed and all the provisions hereof shall extend to and inure to the benefit of Trustee, any successor trustee, and the original and any subsequent holders of the note and their respective heirs, legal representatives, successors and assigns.

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(c) A waiver in one or more instances of any of the terms, covenants, conditions or provisions of the note, this trust deed or any other documents or instruments given by First Party to secure the indebtedness secured hereby, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but all the terms, covenants, conditions and other provisions of the note and this trust deed shall survive and continue to remain in full force and effect.

(d) No change, amendment, modification, cancellation or discharge hereof or any part hereof shall be valid unless in writing and signed by the parties hereto.

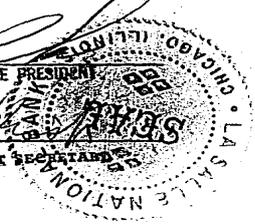
IN WITNESS WHEREOF, LaSalle National Bank, not personally but as Trustee as aforesaid, has caused this Rider to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK
as Trustee as aforesaid
and not personally

By 
ASSISTANT VICE PRESIDENT

Attest 

ASSISTANT SECRETARY



OF RECORDED DOCUMENTS

24 598 659
Cook County Clerk's Office