

UNOFFICIAL COPY

TRUST DEED NOV 30 1976 65-92-167W

24 216 003

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 21, in 77, between First National Bank of Shaker, a national banking corporation, its successors or assigns, Trustee under the provisions of a Deed of Trust duly recorded and delivered to said Bank in彷前, as First Trustee, dated August 4, 1976 and known as Trust number 50351P hereto referred to as "First Party," and Bank of Commerce in Berkeley, an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS, First Party has at a recent meeting appointed a note holder hereinafter in the PRINCIPAL SUM OF **Forty-eight Thousand ----- DOLLARS, \$48,000.00**

made payable to BEARER and delivered, in and by which said Note is First Party's promise 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 3/4** per cent per annum in 300 installments as follows: **Three Hundred Ninety-Five DOLLARS** on the 1st day of January 1978 and **Three Hundred Ninety-five DOLLARS** on the 1st day of each month thereafter until and 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 **1980**. All such payments to be made on the indenture executed 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 shall be paid when due, shall bear interest at the rate of **10%** per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in **Berkeley**, 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 **Bank of Commerce in Berkeley** in said **Village**.

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 conditions of this Indenture and also in consideration of the sum of One Dollar so laid out, the receipt whereof is hereby acknowledged, doth by these presents make, release, and grant convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in COUNTY of **Cook** and STATE OF ILLINOIS, to wit:

Parcel 1:

Lot 76 of Resubdivision of Fairfax Village Unit No. 2, according to the plat thereof recorded September 24, 1971 as Document 21637289 at the Recorder's Office in Cook County, Illinois, all in Section 4, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

All rights of Easement in out lot 'A' thereof and appurtenancy thereto, as reserved in Fairfax Village declaration executed by the American National Bank and Trust Company of Chicago, as trustee under trust agreement dated October 14, 1969 and known as trust number 28928 dated February 1, 1970 and recorded with the recorder of Deeds of Cook County, Illinois, on February 5, 1970 as document 21075215 as amended by Fairfax Village Declaration Amendment No. 1, recorded April 29, 1971 as Document 21464453 and Fairfax Village Declaration amended No. 2, recorded February 7, 1972 as document 21798989, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the premises. TOGETHER WITH all improvements, fixtures, furniture and equipment thereunto belonging and all stocks, teams and profits therefrom, and all other personalty of every kind and nature in and upon the said premises which are located primarily and in a part, with a clear title and not secondary, and all apparatus, equipment or articles now or hereafter invented, thereon used to supply heat, gas, water, electricity, water, light, power, refrigeration, whether single units or centrally controlled, and electrical, including without limitation, telephones, telegraphs, television sets, floor covering, heating, cooling, hot and cold water, power and water, and all other fixtures, equipment or attachments to be part and parcel of the said property attached thereto or not, and it is agreed that all such apparatus, equipment or attachments thereto shall be part and parcel of the said property and shall be considered as an integral 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.

II. IN FURTHER Evidence, PROOF AND AGREEMENT.

1. Each of the indorsements, intromises shall be fully paid, and in case of the failure of First Party to its successors to discharge its obligations to the Trustee, to pay or to promptly repair, restore or replace any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, **\$2,500** kept and preserved in good condition and repair, without waste, and free from incumbrances or other fees or claims for non-expenses so authorized to be paid by the holder of the note, which may be incurred by reason of damage or destruction of the premises or otherwise, and to hold all the rights of the holder of the note, under insurance policy payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be exercised by the standard mortgage clause to be attached to each policy, and to deliver all policies to Trustee, and to keep all renewals and extensions of same to be delivered to Trustee, and to make all payments in full to the insurance company or companies so as to protect the premises and the note, so far as possible, in making material alterations in the premises, so far as required by law, or making any other alterations in the premises, so far as possible, as and when required by law, and to have and to hold the same clear, free and unencumbered of all liens, charges, encumbrances and other charges against the premises by First Party or by its successors or assigns, and be considered as a waiver of any right accruing to them on account of the provisions of this paragraph.

2. The holder or the holders of the note hereby, covenants making any payment herein authorized relating to taxes or assessments, may do so according to general custom, in a reasonable proportion, appropriate proportion, without impairing the accuracy of such roll statement or estimate or state the amount to be paid to a small amount, as well as of title or claim thereto.

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 the trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable on immediately in the case of default in making payment of any installment of principal or interest on the note or in the event of the failure of First Party to its successors or assigns to pay or to promptly repair the premises hereunder, and such default shall continue for three days, and option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree all costs and expenditures and expenses which may be paid or incurred by or on behalf of the Trustee or holders of the note, attorney's fees, costs of service, witnesses, costs of execution, costs of removal, stenographing, charges, publication, costs and expenses which may be expended after entry of the decree or procuring all such abstracts of title, title searches and examinations, garnishee process, tortious certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary to prosecute such suit or to defend against any action brought against the Trustee or holders of the note to foreclose the lien hereon, the amount of which to be determined by the court, and the expenses of the same 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 or any proceeding, including proceedings and bonds, or other proceedings, to which either of them shall be a party, as plaintiff, defendant or defendant by reason of this trust deed and any indebtedness which may be incurred in preparation for the commencement of any suit for the foreclosure hereof after accrual of such debt for any cause whether or not actually commenced or for preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereon, whether or not actually commenced.

CONTINUED ON REVERSE SIDE HEREOF

216 003

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CONCERNED TRUST DEEDS - SIDE THREE

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 above; 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 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 before or after sale, without notice, without regard to the solvency or insolvency at the time of application, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and whether or not the same shall then be occupied as a homestead or not and the Trustee hereunder who 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 payment of the same, to collect the statutory portion of redemption, whether there be a deficiency in the amount so received, and 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 the principal and interest 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.

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 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 the trust deed and the lien thereto by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and deliver a release hereof to and at the request of any person who shall, either personally or by attorney, present such evidence to Trustee the note representing that all indebtedness heretofore due and owing, to the best of his knowledge, has been paid in full, which representation Trustee may credit 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 purports 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.

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 Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder. 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 word "note" shall be deemed to mean "notes" where applicable.

STATE OF ILLINOIS
Cook County
CDP

Nov 30 9 AM '77

RECORDED IN COOK COUNTY CLERK'S OFFICE
RECORDS OF DEEDS

*24216003

THIS TRUST DEED is executed by the First National Bank of Skokie, 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 First National Bank of Skokie hereby warrants that it has power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note constitutes a personal liability of the First National Bank of Skokie, personally, or of any officer, director, employee or agent of said bank, but that the liability of said bank, if any, shall be limited to the amount of the principal sum, together with interest, if any, accrued thereon, and that the First National Bank of Skokie, personally, or vice versa, shall not be liable for any loss, damage or liability of said note and the owner or owners of any indebtedness according to the terms of said note, shall look solely to the property herein referred to for the payment of the note, by the enforcement of the lien herein 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, FIRST NATIONAL BANK OF SKOKIE, 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.

FIRST NATIONAL BANK OF SKOKIE Solely as Trustee
as aforesaid and not personally.

By _____ Assistant Vice President
Attest _____ Assistant Secretary

STATE OF ILLINOIS ss
COUNTY OF COOK

the undersigned
Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that

Thomas A. Barr, _____, XXXXX Vice President of the

Florence Petella

FIRST NATIONAL BANK OF SKOKIE, and
Assistant 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 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 Company, as Trustee as aforesaid, for the uses and purposes herein set forth. I further declare that said Assistant Secretary of said Company, as Trustee as aforesaid, did affix her signature to the instrument as the corporate seal of said First National Bank of Skokie, personally, or vice versa, and that the signature of said Assistant Secretary to said instrument is the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

25th day of November 1977

Notary Public in my City of _____ My City of _____ 6 August 9, 1977

IMPORTANT		The Note mentioned in the within Trust Deed has been identified hereinunder Identification No. 900525	
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.		Bank of Commerce in Berkeley Trustee	

D NAME | Bank of Commerce
E STREET | 5500 St. Charles Road
L CITY | Berkeley, Illinois 60163
V |
R |
Y INSTRUCTIONS |
RECORDEES OFFICE BOX NUMBER |

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
2 Chichester on Asbury
Rolling Meadows, Illinois
60008

END OF RECORDED DOCUMENT