

This document is being re-recorded for purposes of correcting the legal description. TRUST DEED. This instrument prepared by: Paul A. Hartmann, Republic Bank of Chicago, 6501 S. Pulaski Road, Chicago, Illinois 60628. 24 377 346, 24 390 066. 12.00. THE ABOVE SPACE FOR RECORDERS USE ONLY

6608857C

THIS INDENTURE, Made March 8 1978 between The Republic Bank of Chicago, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed of Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated February 27, 1978 and known as trust number 1010 Republic Bank of Chicago 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 Eighty Thousand and 00/100 Dollars made payable to BEARER 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 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 8 1/2 percent per annum in instalments as follows:

Six Hundred Forty Four & 20/100 Dollars on the 1st day of May 1978 and Six Hundred Forty Four and 20/100 Dollars on the 1st 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 1st day of April 1979

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 highest rate permitted under the laws of the State of Illinois at the date that said note was executed, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Republic Bank of Chicago 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 the receipt whereof he 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:

That part of the North East quarter of Section 18, Township 42 North, Range 12 East of the Third Principal Meridian, bounded and described as follows: beginning at the North West corner of Lot 13 in Citation Lake Estates, Unit No. 1 being a subdivision of part of the North West and South West quarter of Section 17, Township 42 North, Range 12, East of the Third Principal Meridian and the North East and South East quarter of Section 18, Township 42 North, Range 12 East of the Third Principal Meridian recorded March 23, 1960 as document 17811277; thence West in the North line of said Lot 13 extended a distance of 20 feet; thence South on line parallel with the West line of said Lot 13, a distance of 187.97 feet thence East 20 feet to the South West corner of said Lot 13; thence North on West line of said Lot 13 a distance of 187.97 feet to the point of beginning, in Cook County, Illinois; also Lot 13 in Citation Lake Estates, Unit #1 being a subdivision of part of the Northwest and Southwest quarter of Section 17, Township 42 North, Range 12 East of the Third Principal Meridian, and the Northeast and Southeast quarter of Section 18, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, 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 thereon 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 (with the single unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inductors, 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, 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 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 buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of 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 manner provided by statute, any tax or assessment which First Party may desire to contest; (7) 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

MAIL TO: NAME Paul A. Hartmann, Republic Bank of Chicago, 6501 S. Pulaski Road, Chicago, Illinois. PLACE IN RECORDER'S OFFICE BOX NUMBER 533

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3695 Techy Road, Northbrook, Illinois 60062

24 377 346, 24 390 066

BOX 533

to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make any payment or permit 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 incumbrances. 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 or foreclosure thereon, including attorneys' fees and other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien 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 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 bill, assessment, sale, foreclosure, 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 making 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 true condition of the title to or the value of the premises, all expenditures and expenses of the nature in this paragraph mentioned shall be had pursuant to such decree the 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 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 the premises or the security hereof, 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.

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 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 profitable or not, as well as during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether or not such receiver, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and encumbrance of the premises during the pendency of such suit, and the court in such cases 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 due or any lien or other lien which may be or come 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 or the holders of the note shall be given unless expressly obligated by the terms hereof, no liability 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.

8. Trustee shall execute this trust deed and the lien therefor 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 without inquiry, produce as evidence of the payment of the indebtedness hereby secured, a certificate of identification which representation Trustee may accept as true 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 one described herein, or 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.

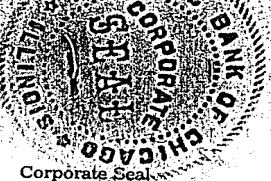
9. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, the instrument in writing shall be given to the Recorder or Registrar of Titles in which the premises are situated 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. Subject to additional provisions 16 through 22 on attached rider.

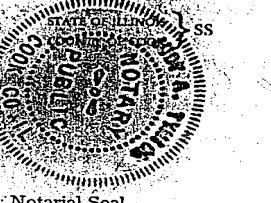
COOK COUNTY, ILL. NO. 15
FILED FOR RECORD
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Richard K. Wilson
RECORDER OF DEEDS
*24377346

THIS TRUST DEED is executed by The Republic Bank of Chicago, 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 The Republic Bank of Chicago, 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 said First Party or on said The Republic Bank of Chicago personally to pay the said note or any interest that may accrue hereon, 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 said Republic Bank of Chicago are concerned, the legal holder or holders of said note and the owners or owners of the premises herein and in said note are hereby released from all liability for the payment thereof, by the instrument hereof created, in the manner herein and in said note provided for by act on or before the personal liability of the guarantor, if any. IN WITNESS WHEREOF The Republic Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, Trust Officer, *[Signature]* to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.



REPUBLIC BANK OF CHICAGO, as Trustee, as aforesaid, and not personally.
By *[Signature]* **TRUST OFFICER**
Attest *[Signature]* **TRUST OFFICER**



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named *[Signature]* President-Trust Officer and Assistant Trust Officer of the Republic Bank of Chicago, Grantor, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such President-Trust Officer and Assistant 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 Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 8th day of March 19 78

IMPORTANT
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.

The instrument mentioned in the within Trust Deed has been identified herewith under Identification No. 298
REPUBLIC BANK OF CHICAGO
By: *[Signature]* Trustee

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RIDER ATTACHED TO TRUST DEED

16. If all or any part of the premises or an interest therein is sold or transferred, the Trustee or the Holder of the Note may declare all the sums secured by this trust deed to be immediately due and payable, in which event a notice of such acceleration shall be mailed to the Mortgagors. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period, the Trustee or the Holder of the Note may without further notice or demand on Mortgagors invoke any of the applicable remedies permitted under this trust deed.

17. Subject to applicable law or to a written waiver by the Trustee or the Holder of the Note, the Mortgagors shall pay to Trustee on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this deed, payable as reasonably estimated initially and from time to time by Trustee on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including the Holder of the Note if it is such an institution). Trustee shall apply the Funds to pay said taxes and assessments. Trustee may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Trustee pays Mortgagors interest on the Funds and applicable law permits Trustee to make such a charge. Trustee shall not be required to pay Mortgagors any interest or earnings on the Funds unless otherwise required by law. Trustee shall give to Mortgagors, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this trust deed. If the amount of the Funds held by Trustee, together with the future monthly installments of Funds payable prior to the due dates of taxes and assessments, shall exceed the amount required to pay said taxes and assessments as they fall due, such excess shall be credited to Borrower on subsequent monthly installments of Funds. If the amount of the Funds held by Trustee shall not be sufficient to pay taxes and assessments as they fall due, Mortgagors shall pay to Trustee any amount necessary to make up the deficiency within 30 days from the date notice is mailed to Mortgagors requesting payment thereof. Upon payment in full of all sums secured by this trust deed, Trustee shall promptly refund to Mortgagors any funds held by Trustee.

18. All awards or payments heretofore or hereafter made by any public or quasi-public authority to Mortgagors relating to the premises by virtue of an exercise of the right of eminent domain (or from a sale made by negotiation in lieu of legal proceedings) by such authority (including any award or payment for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the premises) are hereby assigned to the Trustee. Trustee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or payment from the authorities making the same and to give proper receipts and acquittances therefor, and may, at Trustee's election, use such proceeds in any one or more of the following ways: (i) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured; (ii) use the same or any part thereof to fulfill any of the covenants contained herein as the Trustee may determine; (iii) use the same or any part thereof to replace or restore the premises to a condition satisfactory to the Trustee; or (iv) release the same to Mortgagors. The Mortgagors, upon request by the Trustee, shall make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards or payments to the Trustee free, clear and discharged of any and all encumbrances of any kind or nature

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whatsoever. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the premises by any public or quasi-public authority, Mortgagors shall continue to pay interest on the entire principal sum secured hereunder until any such award or payment shall have been actually received by the Trustee, and any reduction in the principal sum resulting from the application by the Trustee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by the Trustee of such award or payment, the premises shall have been sold on foreclosure of this trust deed, the Trustee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this trust deed shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs and disbursements incurred by Trustee in connection with the collection of such award or payment.

19. Mortgagors will not assign the whole or any part of the rents, income or profits arising from operation of the premises without the written consent of the Trustee, and any assignment thereof without such consent shall be null and void. Upon notice and demand, Mortgagors shall transfer and assign to the Trustee or the Holder of the Note, in form satisfactory to the Trustee, the lessor's interest in any lease now or hereafter affecting the whole or any part of the premises.

20. In the event of the passage, after the date of this trust deed, of any law deducting from the value of land for the purpose of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages or trust deeds for state or local purposes or the manner of collection of such tax so as to make it obligatory upon the Trustee to pay such tax, or if any such tax is imposed under any existing law, then the whole of the principal sum secured hereby, together with accrued interest thereon shall, at the option of the Trustee or the Holder of the Note, after 30 days written notice to the Mortgagors, become due and payable, and the said Trustee shall have the right to foreclose immediately this trust deed, unless said Mortgagors shall pay such tax or charge forthwith upon demand; provided, however, that should the payment of such tax or charge result in usury, then only such portion of such tax or charge shall be paid by the Mortgagors as will not amount to an exaction of interest in excess of the highest rate permitted by law.

21. If this trust deed is on a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagors and recorded together with this trust deed, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this trust deed as if the rider were a part hereof.

22. All rights and remedies given to the Trustee and the Holder of the Note by the covenants, undertakings and provisions of this trust deed, are deemed to be cumulative and not in any way in derogation to the rights of the Trustee or the Holder of the Note under the laws of the State of Illinois, and the invalidity of any one or more covenants, phrases, sentences, clauses or paragraphs of this trust deed shall not affect the remaining portions of this indenture, or any part hereof; and the failure on the part of the Trustee or the Holder of the Note to exercise any option or privilege granted under the Note or trust deed shall not be deemed a waiver of such option or privilege nor estop the Trustee or the Holder of the Note from at any time in the future exercising such option or privilege.

Property

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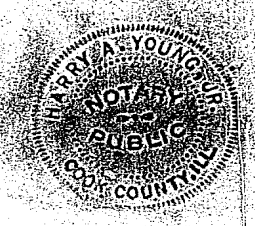
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STATE OF ILLINOIS)
COUNTY OF C O O K) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named _____ President-Trust Officer and Assistant Trust Officer of the Republic Bank of Chicago, an Illinois corporation, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President-Trust Officer and Assistant 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 corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of April, 1978.

Harry A. Young IV



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Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
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Edward J. Wilson
RECORDER OF DEEDS
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END OF RECORDED DOCUMENT