

UNOFFICIAL COPY

TRUST DEED

25780559

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made January 16, 1981, between Amalgamated Trust & Savings Bank, an Illinois Banking Corporation, 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 October 7, 1978, and known as trust number 3745, herein referred to as "First Party," and Amalgamated Trust & Savings Bank, 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 TWO HUNDRED THOUSAND and 00/100s

-----Dollars, made payable to ~~AMALGAMATED~~ Amalgamated Trust & Savings Bank 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 _____ per cent per annum in instalments as follows: ONE THOUSAND SEVEN HUNDRED FIFTY-FIVE and 14/100s

Dollars on the 15th day of February 1981 and a like amount of _____

Dollars on the 15th day of each month hereafter 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 January 1984. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of _____ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, or the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Amalgamated Trust & Savings Bank 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:

PARCEL 1:

Lot 2 in Buttonwood Subdivision being a Subdivision in Section 11, Township 42 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded September 29, 1978 as Document Number 24650607.

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 as defined and set forth in plat and easements dated April 11, 1978 and recorded September 29, 1978 as Document Number 24650607 for ingress and egress in Cook County, Illinois.

This document prepared by
WILLIAM E. NAVOLIO
ONE WEST MONROE STREET
CHICAGO, ILLINOIS 60603

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1981 FEB 20 AM 10:07

Sidney H. Chen
RECORDER OF DEEDS

25780559

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 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, lights, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, ladder beds, awnings, stoves and water heaters. All of the foregoing are desired 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 hereinafter 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 mechanics' 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 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 any 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 notes 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 compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

D NAME
E STREET
L CITY
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R
Y INSTRUCTIONS

RECORDERS OFFICE BOX NUMBER 385

1000

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

6 Buttonwood Lane
Northbrook, IL

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, on said premises or contract any tax or assessment, or money 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 on account of any of the provisions of this paragraph.

3. 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 title or claim thereon.

4. 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 may be paid in full or in part at any time, and 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.

5. Where 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 expenses and costs 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, surveys 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 searches and examinations, guarantee policies, Torrens certificates, and similar documents and expenses with respect to title to Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to the court 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 expenses and costs which are incurred 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 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.

6. 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, at their option.

7. 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 of the mortgagor 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 as a product of said premises and, in case of a sale and a deficiency, during the full duration of the bill, whether there be 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, in its discretion, appoint a receiver to apply the net income in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree for sale of 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 appointment is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency. The 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, location, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given under any circumstances, and Trustee shall be liable for any acts or omissions hereunder, except in case of the gross negligence or misconduct or that of the agent 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 a note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release of indebtedness secured hereby is requested, Trustee may accept as representation the genuine note herein described any note which bears a certificate of authentication 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 assumed any other 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, liability or refusal to act of Trustee, by 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.

THIS TRUST DEED is executed by the Amalgamated Trust & Savings 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 by the instrument of assignment to it of the mortgage hereinbefore set forth, 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 Amalgamated Trust & Savings Bank personally to pay the said note or any interest thereon or any indebtedness secured hereby, or to perform any covenant or warranty contained therein, or to assume any liability, if any, being expressly waived by Trustee and by ever person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Amalgamated Trust & Savings Bank personally are concerned, the liability of the holder of said note and the owner or owners of any indebtedness secured hereby shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created and by the sale of said premises provided or by action to enforce the personal liability of the guarantors if any.

IN WITNESS WHEREOF, Amalgamated Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 15th day of January, 1928.

AMALGAMATED TRUST & SAVINGS BANK As Trustee as aforesaid, hereby certifies that the foregoing instrument is a true and correct copy of the original instrument as the same appears from the records of said Bank.

By K. Blumenthal Assistant Secretary

Attest Christopher Ward Assistant Secretary

CAROLYN NELSON

STATE OF ILLINOIS } ss. a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that

KATHARINE E. BLUMENTHAL

Assistant Vice-President of the Amalgamated Trust & Savings Bank, and

CHRISTOPHER WARD

Assistant Secretary of said Bank, who are personally known to me to be the same persons who are named in and subscribed to the foregoing instrument as such Assistant Vice-President and Assistant Secretary, respectively, and before me this day, in person and acknowledged that they signed and delivered to me the foregoing instrument as their own and voluntary act and deed, and that the corporate seal of said Bank as Trustee as aforesaid, and the corporate seal of said Bank, did affix the corporate seal of said Bank, and that the foregoing instrument was signed and delivered to me as the free and voluntary act and deed of said Bank, and for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of January, 1928.
Carolyn Nelson
Notary Public

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED FOR RECORD. 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 Note mentioned in the within Trust Deed has been identified by me under Identification No. 02280228 Amalgamated Trust & Savings Bank Trustee