

# UNOFFICIAL COPY

66-70-5758-200  
602,915 SP

TRUST DEED

ILLINOIS  
FOR RECORD

25009965

JUN 19 '79 9 00 AM

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Form 7918 Typewrit Co., Chicago

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE Made June 11, 1979, between Northwest Commerce 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 Company in pursuance of a Trust Agreement dated May 18, 1979 and known as trust number Mt-79-003, herein referred to as "First Party," and Northwest Commerce Bank

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 Forty-Eight Thousand Eight Hundred and no/100

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 on the balance of principal remaining from time to time unpaid at the rate of 10.75 per cent per annum in instalments as follows: (439.62)

Four Hundred Thirty-Nine and 62/100 Dollars on the 1st day of July 1979 and Four Hundred Thirty-Nine and 62/100

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 July 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 instalment unless paid when due shall bear interest at the rate of 10.75 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, Illinois, as the holders of the note may, from time to time, in writing appoint, an in absence of such appointment, then at the office of Northwest Commerce Bank in said Municipality,

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 (Trusts, Units, and being in the COUNTY OF

Cook

AND STATE OF ILLINOIS, to wit:

Lots 185 and 186 in Marek's Kraus' Higgins-Devon Gardens Subdivision, being a subdivision of Lots 2 and 3 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JUN 19 '79 9 00 AM

Valerie A. Serzen  
RECORDED FOR DEEDS

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

TOGETHER with all improvements, fixtures, 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, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, swings, 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 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 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 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 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 windstorms 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 notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clauses to be attached to each policy; and to deliver all policies, including additional and renewal policies, to

NAME: Northwest Commerce Bank  
STREET: 9797 W. Higgins Rd.  
CITY: Rosemont, IL. 60018  
INSTRUCTIONS: OR  
RECORDER'S OFFICE BOX NUMBER:

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
6124 N. Hawthorne  
Rosemont, IL. 60018  
This Instrument prepared by:  
Valerie A. Serzen  
(Name)  
9797 W. Higgins Rd. Rosemont, IL. 60018  
(Address)

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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 date 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 form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compress or settle any tax lien or other lien or title or claim thereof, or release from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All expenses 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 mortgaged premises and the unpaid indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of \_\_\_\_\_ 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 authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for necessary and expert evidence, advertisements, designs, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of executing all such abstracts of title, title searches and examinations, guarantee policies, Tarrans certificates, and similar data and assessments 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 holders at any sale which may be had pursuant to such decree the true condition of the title to or he 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 equivalent to the post maturity rate set forth in the note secured hereby per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including proceedings heretofore secured, or 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 enforcement of such right to foreclose whether or not actually commenced, or (c) preparations for the discharge 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 incurred in 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.

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 incurred in 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.

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 owned, 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 the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be a deficiency or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, shall 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, preservation, 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 copies thereof 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, nor be 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 its 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 submit before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which 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 of Trustee, the then Recorder or Registrar of the county in which the premises are located 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 word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

12. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

13. To provide for payment of taxes, assessments, and insurance premiums, First Party, its successors or assigns, shall deposit with the Trustee or holder of notes on each monthly payment date an amount equal to one-half of the annual taxes and assessments levied against said premises and one-twelfth the annual premiums of all insurance, as determined by the most recent assessment, amount. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the trustee or holder of the note is authorized to use such deposits for the purpose of paying taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event any deficiency shall exist in the amount of such deposits, First Party, its successors or assigns, agree to pay any deficiency forthwith. In the event of any default by First Party, its successors or assigns, herein or in the note, in such manner as Trustee or the holder of the notes may elect. Such deposits are to be held without any allowance of interest.

THIS TRUST DEED is executed by the Northwest Commerce Bank, Rosemont, 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 it expressly intended and agreed that nothing herein or in said note or any interest that may be construed as creating any liability on the said First Party or on said Northwest Commerce Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, any being expressly waived by Trustee and by every person now or hereafter claiming any right or interest in the said note and the owner or owners of any indebtedness accruing hereunder, and in the event any deficiency shall exist in the amount of such deposits, First Party, its successors or assigns, agree to pay any deficiency forthwith. In the event of any default by First Party, its successors or assigns, herein or in the note, in such manner as Trustee or the holder of the notes may elect. Such deposits are to be held without any allowance of interest.

IN WITNESS WHEREOF, the Northwest Commerce Bank not personally but as Trustee as aforesaid has caused this trust deed to be signed by one of its Trust Officers or Assistant Trust Officers and its corporate seal to be hereunto affixed and attested by its Secretary on this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

NORTHWEST COMMERCE BANK

BY Wallace E. Zook  
ATTEST Donald J. Edwards  
Notary Public in and for the State of Illinois

STATE OF ILLINOIS  
COUNTY OF COOK

I, Valerie A. Serzen  
DO HEREBY CERTIFY, that Wallace E. Zook

of NORTHWEST COMMERCE BANK, an Illinois banking corporation and Donald J. Edwards, Cashier of said Illinois banking corporation personally known to me to be the duly authorized officers of said Northwest Commerce Bank, on this day in person and acknowledged that they signed and delivered the said instrument as Trustee, for the use and behoof of said Northwest Commerce Bank, as the free and voluntary act of said national banking association, as Trustee, for the use and behoof of said Northwest Commerce Bank, and that the Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Northwest Commerce Bank, did then and there affix the said corporate seal of said Illinois banking corporation to said instrument as Trustee, for the use and behoof of said Northwest Commerce Bank, as the free and voluntary act of said Illinois banking corporation, as Trustee, for the use and behoof of said Northwest Commerce Bank.

Given under my hand and Notarial Seal this 11th day of June  
Notary Public Valerie A. Serzen  
My commission expires November 12, 1980

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 Note mentioned in the within  
herewith, under Identification No. \_\_\_\_\_  
NORTHWEST COMMERCE BANK Trustee  
by \_\_\_\_\_  
Title \_\_\_\_\_

BOX 533

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