25 290 754

(FORM NO. 1A)

	This Indenture, Made November 26 1979 between Glenview State Bank, a corporation of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly reported and delivered to said
	A A
	700
30	herein referred to as "First Party," and
$\frac{\infty}{\sim}$	GLENVIEW STATE BANK
\sim i.	an Illinois corporation herein referred to as TRUSTEE, witnesseth:
\sim	THAT WF EREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the
3	PRINCIPAL SUM OF
_	ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100 Dollars,
JEC 20'79; 6	made payable to BEARE and delivered, in and by which said Note the First Party 1 on sees to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter
	specifically described, the said princi al sum and interest on the balance of principal remaining from time to time unpaid at the
\approx	rate of GSB Prime + 2 er cer: per annum inone instalments
	as follows: One Hundred Sixty Five Tousand and No/100 Plus Accrued Interest Dollars
4	on_theday_ofls_andDollars
	on-the
	paid except that the final-payment of principal and interest, foot sooner paid, shall be due on the lst day of December
	19 80 All such payments on account of the indebtedness evident of y said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of e ch instalment unless paid when due shall bear interest at the rate of p+2 per cent per amount, and all of said principal and interest being made payable at such banking house or trust
	company in Glenview Illinois, as the holds, s of the note may, from time to time, in writing appoint, and
	in absence of such appointment, then at the office of Glenview State Ean't
	in ·a `ity,
	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 convy unto the Trustee, its successors and
	assigns, the following described Real Estate situate, lying and being in the Village of Forthbrook Country of
	Cook and State of Illinois, to wit:
:	Lot 8 in Block 2 all in Stone Hedge Manor, being a Subdivision of the West 1/2 of the North West 1/4 of Section 21, Township 42 North, Range 12, East of the Initial Principal Meridian, lying North of the Center line of Willow Road, as dedicated by Document No. 11231380 (except the South 20 acres thereof) and except the North 531 100 feet thereof and (except that part lying East of the Northerly extension of the East Cline of the West 15 acres of the South 20 acres thereof) in Cook County, Illinois
	COOK COUNTY BY INSIG
	COOK COUNTY, ILLINGIS FILED FOR RECORD RECORDER OF DEEDS

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

25290754

UNOFFICIAL COPY

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, inador 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), 10 and 11 repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be deteroyd; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not ext., sely subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises selection 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. (3) 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 gent all taxes and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises who are and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under prote c in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and impre ome: so now or hereafter situated on premises insured against loss or damage by fire, lightning or windstorm under policies providing or payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in first the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of 1 iss 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 "ac" of t
- 2. The Trustee or the holders of the note hereby secured making a y cayment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured om the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assess cnt, ale, forfeiture, tax lien or title or claim thereof.
- 3. At the option of the holders of the note and without notice to First Part, it successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed shall, notwithstanding anything in the note or in 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 instalment of principal to 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 sort 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 one wise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there is shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or in arre? 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 entire of arrection of a surface of the correction of the title searches and examinations, guarantee policies. Torrens certificates, and similar da's and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such such 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 remises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness sected 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 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.
- 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.
- 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 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 premisea 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.

UNOFFICIAL COPY

- 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 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
 2', indi htedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the a), 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 fudebt areas hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requester on a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of len' firstion 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 which are rever executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein are escribed any note which may be presented and which conforms in substance with the description herein contained of the note and which projects 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 a filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of 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, wers and authority as are he cin given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

Trustee,

Columnia Co THIS TRUST DEED is executed by the Glenview State Bank, not personally but as Trustee as the power and authority conferred upon and vested in it as such Trustee (and said Glenview State 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 Glenview State 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 lishility, 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 Parly and its successors and said Glenview State Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look 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, Clenylew State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to and year first above written.

ASSI TRUST GLEROL

SESHOLDER

UNOFFICIAL COPY

		25290754	
STATE OF	ILLINOIS)	I, the undersigned	
County o	or Cook } ss.	a Notary Public, in and for said County, in the State aforesaid, Do Hereby Сектігу, t KENNETH H. СООКЕ	hat
		Vice-President of the GLENVIEW STATE BANK, and	
		RITA WELIER, Asst. Trust Officer	छक्र
		of said Bank, who are personally known to me to be the same persons whose names are started to the foregoing instrument as such Vice-President, and Assistant Table 1971 Tespective appeared before me this day in person and acknowledged that they signed and delivered the started 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 Started then and there acknowledged that they, as custodian of the corporate seal of said Bank, affix the corporate seal of said Bank to said instrument as their own free and voluntary and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purpotherein set forth.	dy, aid office liv did act
		GIVEN under my hand and notarial seal, this 18th	
		day of December 1, 19, 79 C North Public Co. Co.	
The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No2964060	Glenview State Bank Trutee	affix the corporate seal of said Bank to said instrument as the free and voluntary and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purpo therein set forth. GIVEN under my hand and notarial seal, this. 18th day of December 979 Rivers Public 979	
Box 6UX 532 TRUST DEED	GLENVIEW STATE BANK as Truste TO	Trustee MA (L 70, GLENVIEW STATE BANK 800 Waukegan Rond Glenview, Illinois	!