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TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1983 FEB 24 PM 2:03

Sidney K. Olson
RECORDER OF DEEDS

26517173

Form 7318 Typewrite Co. Chicago

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 7 1983, 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 January 31, 1983 and known as trust number LT-83-004, 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 ONE HUNDRED FORTY-SIX THOUSAND AND NO/100 (\$146,000.00) 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 February 7, 1983 on the balance of principal remaining from time to time unpaid at the rate of 13.50 per cent per annum in instalments as follows:

DESCRIBED IN THE NOTE SECURED HEREBY

except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of February 1986. 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 25.0 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in ROSEMONT, 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 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 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 AND STATE OF ILLINOIS, to wit:

SEE ATTACHED SCHEDULE "A"

12.00

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, easements, exactions, 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 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 improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and 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; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) refrain from making material alterations, 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; (6) pay in full under protest, in the 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 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

DELIVER INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 533

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 1202 Woodbury Palatine, IL This Instrument prepared by: DOUGLAS W. DANCE, C/O 9575 West Higgins Road, Rosemont, IL (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 dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or return from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys 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 _____ 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 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and other expenses, 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, Turrens certificates, and similar data and assurances with respect to title 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 past maturity rate set forth in the note, to which none of them shall be added or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, 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) the proceeds 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 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 are payable to the holders of the note; and third, the balance, if any, shall be paid to the holder of the note, with interest thereon as herein provided; third, all principal and interest hereof, with interest thereon as herein provided; and 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 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, 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, 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: (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 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 thereon 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 the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept bona fide 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 of identification 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 of Deeds of the county in which this instrument shall have been recorded or in the 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, if any, 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. ~~Trustee or successor shall receive for its services, if any, 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. See the Rider attached hereto and made a part hereof by reference for additional terms and provisions. The violation of any of such additional terms and provisions shall be a default hereunder.

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 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 Northwest Commerce Bank personally to pay the said note or any interest thereon or any indebtedness accruing hereunder, or to perform any covenant either expressed 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's unpaid indebtedness accruing hereunder shall look solely to the premises hereof or the holder of the note and the owner or owners of any interest 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, the Northwest Commerce Bank not personally but as Trustee as aforesaid has caused these presents 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 Vice President on the day and year first above written.

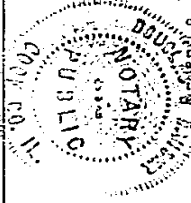
NORTHWEST COMMERCE BANK

as Trustee, as aforesaid, and not personally,

BY John A. Benson
 JOHN A. BENSON, EXECUTIVE VICE PRESIDENT & T.O.
 ATTEST Spero A. Cantos
 SPERO A. CANTOS, VICE PRESIDENT

a Notary Public in and for said County, in the State aforesaid,
 DO HEREBY CERTIFY, that John A. Benson, Executive Vice President & T.O.

STATE OF ILLINOIS }
 COUNTY OF COOK } ss.



of NORTHWEST COMMERCE BANK, an Illinois banking corporation and Spero A. Cantos, Vice President
 of said Illinois banking corporation personally known to me to be the said Spero A. Cantos, Vice President
 of the foregoing instrument as such Northwest Commerce Bank, respectively, appeared before me
 in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and
 the free and voluntary act of said national banking corporation, and that they are the true and lawful owners of the same, and that the said
 Assistant Secretary did also then and there acknowledge that he, as custodian of the seal of said Illinois banking corporation,
 did affix the said corporate seal of said Illinois banking corporation to said instrument as his own free and voluntary act, and
 the free and voluntary act of said Illinois banking corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of February, 19 83.
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXPIRES JULY 31 1984 Notary Public DW DOUGLAS W. DANCER
 SIGNED THIS ILLINOIS NOTARY SEAL My commission expires _____

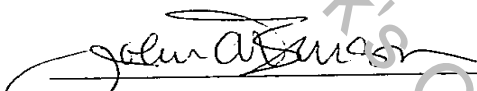
IMPORTANT
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
 THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 83-004
 NORTHWEST COMMERCE BANK Trustee
 by John A. Benson
 Title Exec VP

RIDER ATTACHED TO AND MADE A PART OF A CERTAIN NOTE IN THE AMOUNT OF \$146,000.00 DATED FEBRUARY 1, 1983 AND EXECUTED BY NORTHWEST COMMERCE BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1983 AND SHOWN AS TRUST NO. LT-83-004.

The payments hereunder shall include principal and interest of One Thousand Seven Hundred Sixty Two and 78/100 Dollars (\$1,762.78) and shall be made in monthly installments commencing on the 1st day of March, 1983 and continuing on the 1st day of each month thereafter until this 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 February, 1986.

NORTHWEST COMMERCE BANK TRUSTEE BY:


JOHN A. BENSON, EXECUTIVE VICE PRESIDENT
& TRUST OFFICER



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UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

Property

That part of the South East 1/4 of the North East 1/4 of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at a point on the South line of said South East 1/4 of the North East 1/4, 300 feet West of the South East corner thereof; thence West along said South Line 832.20 feet to center of Road Road (U. S. Route 12); thence Northwesterly along the center of said road 150.00 feet more or less to a point which is 93.40 feet North of the South Line and 1073.40 feet West of the East line of said South East 1/4 of the North East 1/4; thence North 30 degrees 30 minutes 00 seconds East, 204.66 feet to the point of beginning; thence continuing North 30 degrees 30 minutes 00 seconds East, 45.64 feet; thence South 59 degrees 30 minutes 00 seconds East, 45.00 feet; thence South 30 degrees 30 minutes 00 seconds West, 45.64 feet;

—also— that part of the South East 1/4 of the North East 1/4 of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at a point on the South line of said South East 1/4 of the North East 1/4, 300 feet West of the South East corner thereof; thence West along said South Line 832.20 feet to center of Road Road (U.S. Route 12); thence Northwesterly along the center of said road 150.00 feet more or less to a point which is 93.40 feet North of the South line and 1073.40 feet West of the East line of said South East 1/4 of the North East 1/4; thence North 30 degrees 30 minutes 00 seconds East, 255.70 feet; thence North 55 degrees 53 minutes 00 seconds East, 124.00 feet to a point which is 124.00 feet North from said South line; thence North 55 degrees 53 minutes 00 seconds East parallel with said South line 340.4 feet to a point which is 300.00 feet West of the East line of said South East 1/4 of the North East 1/4; thence South 0 degrees 00 minutes 00 seconds East parallel with said East line 394.57 feet to a point 332.37 feet North of said South line; thence South 59 degrees 53 minutes 00 seconds West parallel to said South line, 120.00 feet to the point of beginning; thence continuing South 59 degrees 53 minutes 00 seconds West, 70.00 feet; thence North 0 degrees 00 minutes 00 seconds East, 104.00 feet; thence 59 degrees 53 minutes 00 seconds East, 45.00 feet; thence South 0 degrees 00 minutes 00 seconds East, 70.00 feet; thence North 59 degrees 53 minutes 00 seconds East, 124.00 feet to the point of beginning, in Cook County, Illinois, also described as being Lots 11A and 11B as shown on plat of Survey recorded June 15, 1971 as Document 21517034 and re-recorded July 15, 1971 as Document 21545056 in Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Parcel 2 is a part of the land for the benefit of Parcel 1 as set forth in the plat of Survey and documents dated July 10, 1971 and recorded August 2, 1971 as Document 21517034 and re-recorded August 2, 1971 as Document 21545054 and as created by the Mortgage from Midwest Bank and Trust Company as Trustee for the IFA March 9, 1972 known as Trust Number 1263767 to Park Ridge Title Insurance and Trust Association dated March 10, 1972 and recorded March 29, 1972 as Document 21517026 and as created by the deed from American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated April 3, 1970 known as Trust Number 12625 to A. J. S. West dated March 10, 1972 recorded July 15, 1971 as Document 21545056 for legal description.

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END OF RECORDED DOCUMENT