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BOX 360

TRUST DEED

CTTC 11

688055

COOK COUNTY, ILLINOIS FILED FOR RECORD

1983 APR 25 PM 1: 29

Sidney M. Olsen RECORDER OF DEEDS

26580847 26 580 847

THE ABOVE SPACE FOR RECORDER'S USE ONLY

April 15, THIS INDENTURE, made ar [1] nois Corporation

1983 , between Clearview Construction Corporation,

, herein referred to as "Mortgagor," and CHICAGO 1.TLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as Illinois

THAT, WHERE'AS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or bilde's being herein referred to as Holders of the Note, in the principal sum of

Twenty Five Thousand and no/100 (\$25,000.00) --

evidenced by one certair inst ment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF XXXXXXX

For the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of reincipal remaining from time to time unpaid at the rate of 15% per cent per annum in the balance of 15% per cent per annum in the balance of 15% per cent per annum in the balance of 15% per cent per annum in 15% per cent per annum in

instalments (including principal an (int rer') as follows: Twenty Five Thousand and 10/100 (\$25,000.00) -- Dollars or more on the 1st day of Ser to uber 1983.and

. All such payments on account of the indebtedness evidenced by said note to the interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instal ner vices paid when due shall bear interest at the rate of 15% per cent per annum, and all of said principal and interest beir, made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, rom time to time, in writing appoint, and in absence of such appointment, Chicago, Illinois, as the holders of the note may, four the Guille, in said City, then at the office of Attorney Harry E. DeBruyn, 12000 S. Harlem Avenue, Palos Heights, in said City,

Illinois 60463

NOW, THEREFORE, the Mortgagor to secure the payment of the sad pracipal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the command and also in consideration of the sum of One Dollar in hand paid, the receipt where of is hereby acknowledged, does by these presents CONVEY and and also in consideration of the sum of One Dollar in hand paid, the receipt where of is hereby acknowledged, does by these presents CONVEY and and also in consideration of the sum of One Dollar in hand paid, the receipt where of is hereby acknowledged, does by these presents CONVEY and and also in consideration of the sum of One Dollar in hand paid, the receipt where of is hereby acknowledged, does by these presents CONVEY and and also in consideration of the sum of One Dollar in hand paid, the receipt where of is hereby acknowledged, does by these presents CONVEY and and also in consideration of the sum of One Dollar in hand paid, the receipt where of is hereby acknowledged, does by these presents CONVEY and and also in consideration of the sum of One Dollar in hand paid, the receipt where of is hereby acknowledged, does by these presents CONVEY and and also in consideration of the sum of One Dollar in hand paid, the receipt where of is hereby acknowledged, does by these presents CONVEY and and also in consideration of the sum of One Dollar in hand paid, the receipt where of is hereby acknowledged, does by these presents CONVEY and and also in consideration of the Mortgagor to be performed, and agreements herein contained, by the Mortgagor to be performed, and agreements herein contained, by the Mortgagor to be performed, and agreements herein contained, by the Mortgagor to be performed, and agreements herein contained, by the Mortgagor to be performed, and agreements herein contained, by the Mortgagor to be performed, and agreements herein contained, by the Mortgagor to be performed, and agreements herein contained, by the Mortgagor to be performed, and ag

Lot 13 in Heritage Manor, a subdivision of the West one-half of the North-east quarter of Section 13, Township 36 North, Range 12, Fast of the Third Principal Meridian, in Cook County, Illinois.

No interest shall be paid on this Trust Deed if payment in full is made on o

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 re. is, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a p riv with said real estate and not so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a p riv with said real estate and not refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), server, s., w, dow shades, storm refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), server, s., w, dow shades, storm down divindows, floor coverings, inador beds, awnings, stores and water heaters. All of the foregoing are declared to leap are of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter pla ed in the remises by the mortgagor 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 'ses' in 'rusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse size of this trust

deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns 

tested by its Kesser Secretary on the day and year that accret	
officers of said corporation.  of said corporation.  of said corporation.	Corporation an
President and Secretary	Clearview Constituction Corporations
and the second of the second o	Illinois Corporation
	BY Chille To 12
· · · · · · · · · · · · · · · · · · ·	Peter Voss
CORPORATE	Peter Voss II.
72 70 P. C.	10001 10007 7-1
HARRY	E. DE BRUYN
TATE OF KEDIOIS IS	the six said County in the State of oresaid, DO HEREBY CERTIFY THAT

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT XXXXXXXXXPresident of the Clearview Construction

and Peter Voss, Jr., of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such a substitution of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such a substitution of the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, log the uses and purposes therein set forth; and the said resignation Secretary then and there acknowledged that said resignation of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said REMERICAL Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth. Combration

GIVEN under my hand and Notarial So NOTARY PUBLIC

— Corporate Mortgagor — Secures One Instalment Note with Interest Included in Payment.

BOX 360

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Page 1

Author:

## THE COYENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

1. Martgagor-shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to not expressly subordinated upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within the lien/hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a requirement of law or a reasonable time any buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with an requirements of law or mainteipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinances.

2. Morteagor shaft pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service therefor. To prevent default hereunder Morteagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which therefor. To prevent default hereunder Morteagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which therefor. To prevent default hereunder Morteagor shall steep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 3. Morteagor shall steep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 3. Morteagor shall steep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 3. Morteagor shall steep all buildings and improvements now or hereafter situated on so insured) under policies providing for payment by the insurance windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies including additional and the note, and in case of insurance about to expire, shall deliver renewal policies, including additional and the note, such rights to be evidenced by the shall deliver renewal policies, including additional and e

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option of the hotoers of the note and without hotter of the note or in this Trust Beed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of the note or in this Trust Beed to the contrary, become due and payable (a) immediately in the performance of any other agreement of the Mortgagor principal or interest on the note, or (b) whe' default shall occur and continue for three days in the performance of any other agreement of the Mortgagor principal or interest on the note, or (b) whe' default shall occur and continue for three days in the performance of any other agreement of the Mortgagor principal or interest on the decree of the note in the performance of the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale agreementary and expenses which may be paid or acut of by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's expenditures and expenses which may be paid or acut of by or on behalf of Trustee or holders of the note in continuent of the case of the note in the decree of the note in the decree of the note in continuent of the decree of the note in continuent of the note in the decree the true condition of the title to or the value of the promises. All expenditures and expenses of the nature in this paragraph meet a day of the note in connection with (a) any proceeding, including probate and bankruptcy rates ext forth therein, when paid or incurred by Trustee on a day as the forth in the note securing this trust deed, if any, otherwise the prematurity payable, with interest thereon at a rate equivalent to the per in many and the proceedings, to which either of them shall be a party, effect of the note in connection with (a) any proceeding, including probate and bankruptcy from the respective of the proceeding which may be read with the commencement of any suit by the foreclosure hereof after accrual o

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times a. Loncest thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire in othe validity of the signatures or the identity, capacity, or authority of the signatories on the note or frust deed, nor shall Trustee be obligated to five recept in case of its own gross power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or ormissions here inder, except in case of its own gross power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or ormissions here inder, except in case of its own gross power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactor, evider—that all indebtedness herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactor, evider—that all indebtedness herein described any note which to Trustee may execute and deliver a release hereof to and at the request of a yeer, in who shall, either secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of a yeer, in who shall, either secured by this trust deed and the lien thereof in the representation trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee, such successor trustee, such successor trustee, and a trustee may accept as the end of the carried and number purports to be executed on behalf of the corporation of a successor trustee, such successor trustee may accept as the end of the carried of a successor in trustee may exceuted on behalf of the corporation to be executed on behalf of the corporation to be executed on behalf of the corporation by a prior trustee mere and trustee may exceute and the su

IMPORTANT!  FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.		Identification No. CHICAG	
Attorney Harry E. DeBruyn 12000 S. Harlem Avenue Palos Heights, Illinois 60463  X. PLACE IN RECORDER'S OFFICE BOX NUMBER	50		FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE