

TRUST DEED

26 613 222
COOK COUNTY, ILLINOIS
FILED FOR RECORD
1983 MAY 20 AM 11: 09

Sidney K. Olson (5)
RECORDER OF DEEDS
26613222

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, Made May 19 19 83, between American National Bank and Trust Company Chicago, a National Banking Association, 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 April 1, 1983 and known as trust number 57447, herein referred to as "First Party," and Golf Mill State Bank, an Illinois Banking 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 Sixty Three Thousand and no/100 (\$63,000.00)

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 May 6, 1983 on the balance of principal remaining from time to time unpaid at the rate of Prime + 1 1/2 per cent per annum in instalments as follows: Three Hundred Fifty and no/100 (\$350.00) principal plus interest

Dollars on the first day of July 19 83 and Three Hundred Fifty and no/100 (\$350.00)

Dollars on the first day of each succeeding 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 first day of April 19 87. 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Golf Mill State 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 cash 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:

Lots 6, 7, 8, 9 and 10 in Subdivision of Lots 321 thru 327 both inclusive, in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the North West 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the North West 1/4 which lies North of the South 800 feet thereof and East of Greenbay Road, in Cook County, Illinois.

SEE RIDER OF EVEN DATE ATTACHED HERETO AND MADE PART HEREOF

69-10-100

11 00

Recorder's Office
26 613 222

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 to long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a party 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, 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) 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 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 note 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 companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME James W. Cotter, Loan Officer
STREET Golf Mill State Bank
9101 Greenwood Ave.
CITY Niles, IL. 60648
824-2116

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

OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

BOX 533

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 payments 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, in 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 making said payments or contesting any tax or assessment, 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.

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THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereby, or to perform any covenant either express or implied hereinafter 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 and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder 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, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank and Trust Company of Chicago
as Trustee hereof, and not personally,



By J. Michael Whelan VICE PRESIDENT
Attest P. Johansen ASSISTANT SECRETARY

STATE OF ILLINOIS }
COUNTY OF COOK } ss. I, ADELA BARRON
DO HEREBY CERTIFY, that J. Michael Whelan a Notary Public in and for said County, in the State aforesaid, Vice-President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and P. JOHANSEN Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that he, as custodian of the corporate seal of said national banking association, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of April, 1983, at Chicago, Illinois.
Adela Barron
Notary Public
My commission expires November 21, 1983

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. James Otto Jeanyoff
James M. J. Stutz
Trustee

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED DATED
_____, 1983, EXECUTED BY AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO
AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1983
_____, AND KNOWN AS TRUST NO. 57447

At the election of the legal holder of the Note secured by this Instrument, and without notice, in the event that the mortgagor transfers title to any vendee to the premises secured by this Instrument, or consents to assignment of the beneficial interest under the foregoing Trust Agreement, or in the event that the mortgagor enters into Articles of Agreement for transfer of title thereto to any vendee, the principal sum remaining unpaid on said Note, together with all accrued interest thereon, for which this Trust Deed is given by way of security, shall become immediately due and payable at the place of payment aforesaid.

This Rider is executed by American National Bank & Trust Company of Chicago, 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 said American National Bank & Trust Company of Chicago 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 said First Party or on said American National Bank & Trust Company of Chicago 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, 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 and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said Note and the owners 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.

American National Bank & Trust Company
of Chicago
As Trustee as aforesaid, and not
personally,

By: _____
Vice President

Attest: _____
SECRETARY Secretary

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END OF RECORDED DOCUMENT