

TRUST DEED

26 859 642  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1983 NOV 14 AM 9:58

*Sidney H. Olson*  
RECORDER OF DEEDS  
26859642

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made November 8, 1983, between  
First American Bank of Bensenville as Trustee U/T/A dated 5/29/79 Trust #79-218

herein referred to as "Mortgagors," and  
NORTHWEST COMMERCE BANK

an Illinois corporation doing business in Rosemont, Illinois, herein referred to as TRUSTEE, witnesseth:  
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described,  
said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of  
Three Hundred Fifty Thousand Dollars & 00/100 (\$350,000.00) Dollars.

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHWEST COMMERCE  
BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from  
Date \* per cent per annum in instalments as follows: Four Thousand Three Hundred Fifty Two & 32/100  
Dollars on the 1st day of December 1983 and Four thousand Three Hundred Fifty

Two Dollars & 32/100  
Dollars on the 1st day of each month thereafter until said note is fully paid except that the final pay-  
ment of principal and interest, if not sooner paid, shall be due on the 1st day of November, 1989  
All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal bal-  
ance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the  
rate of \* 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, and in absence of such appointment,  
then at the office of NORTHWEST COMMERCE BANK in Rosemont, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provi-  
sions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and  
also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT  
unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and  
being in the COUNTY OF DuPage AND STATE OF ILLINOIS,  
to wit:

The West 126.69 feet of the East 394.69 feet of the South 400 feet of the North  
985.37 feet of the Northeast quarter Of Section 6, Township 37 North, Range 12  
East of the Third Principal Meridian in Cook County, Illinois

\*AS PER ATTACHED RIDER

This document was prepared for Northwest Commerce Bank  
9575 W. Higgins Road  
Rosemont, Illinois 60018  
BY: Valerie Godfrey

12/20

First American Bank of Bensenville as Trustee U/T/A dated 5/29/79  
Trust #79-218

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 Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not sec-  
ondarily), 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, alarm  
doors and windows, floor coverings, ladder 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 the  
mortgagors or their 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 here-  
in set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits  
the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this  
trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors  
and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

First American Bank of Bensenville, Not Personally but as

Trustee Under Trust dated 5/29/79, #79-218

By: *W. C. Schlomann*  
V.P. & Trust Officer

Attest: *Marie L. Morris*  
Asst. Secretary

STATE OF ILLINOIS

I, Ellen M. Ryan

County of DuPage

is a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
W. C. Schlomann, V.P. & Trust Officer & Marie L. Morris, Asst. Secy.  
of First American Bank of Bensenville



who personally known to me to be the same person whose name is subscribed to the foregoing In-  
strument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the  
said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the re-  
lease and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 8th day of November A. D. 1983

DOB 433

*Ellen M. Ryan*  
Notary Public

A-9333912

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagors shall (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 note; (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) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall 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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver such policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default by Mortgagors or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 the same, or pay any tax or assessment, or pay any lien or other claim, or redeem or refinance from any tax sale or forfeiture affecting said premises, or pay 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, shall be a 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. In action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders of the note, by secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented 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 claim thereof.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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 expert witness, stenographic charge, 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, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to witness 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 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 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, 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.
- 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 additions 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 mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 of Mortgagors at the time of application for such receiver and without regard to the then value of the premises, and 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 manage the premises, to collect rents, issues and profits 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 Mortgagors, 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 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 other lien, judgment 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.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 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.
- 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 inducements satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien hereof 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 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 by the persons herein designated as the makers thereof; 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 hereby secured, 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 by the persons herein designated as makers thereof.
- 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 to act of Trustee, the then Recorder or Register 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, powers and authority as are hereinafter given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.
- The Installment Note hereby secured is subject to prepayment in the manner and upon the conditions set forth in said note.

**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. 2002-10

NORTHWEST COMMERCE BANK

as Trustee.

*John Adams*

Vice President

NAME | Northwest Commerce Bank  
 STREET | 9575 W. Higgins Road  
 CITY | Rosemont, IL. 60018

FOR RECORDER'S INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE  
 DESCRIBED PROPERTY HERE

OR  
 RECORDER'S OFFICE BOX NUMBER

26 859 642

Attached to and made part of a certain Trust Deed securing a note in the amount of \$350,000.00 dated November 8, 1983 by First American Bank of Bensenville, formerly known as Bensenville State Bank as Trustee under Trust Agreement dated July 13, 1976 and known as Trust Number 76-198.

17. The amount due hereunder may be accelerated or the interest rate increased at the option of the Trustee or Holder of the Note secured hereby if the legal or equitable title of any property or part thereof securing the Note becomes vested in a person other than the Trustee named herein, or in the event of assignment, sale, transfer, pledge or mortgage of the beneficial interest of the land trust executing this instrument in any manner, including but not limited to transfer by bill of sale or installment sale of Articles of Agreement. Notification to the Holder of the Note of the aforementioned changes and the subsequent acceptance of payments by the Holder of the Note, shall not constitute a waiver of the option of the Holder of the Note to accelerate repayment of the entire unpaid balance or to increase such rate unless the Holder of the Note expressly grants such waiver in writing.

18. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against the Guarantors, a petition in bankruptcy or insolvency or for reorganization, or for the benefit of creditors unless within thirty (30) days after such occurrence the proceeding is dismissed.

19. Without the Holder of the Note's written consent thereto, neither the First Party nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described therein, and any such pledge shall be a default under the Note.

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20. The First Party hereby waives any and all rights of statutory redemption to the above-referenced premises upon a foreclosure of the Trust Deed.

21. At any time during the term hereof, the First Party may repay the loan in full or in part on any monthly installment due date without penalty.

22. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed or any portion thereof is abandoned, vacated, or left unattended by the First Party or the Guarantors thereof.

23. To provide for payment of taxes, assessments and insurance premiums, the First Party shall deliver to the Trustee, at least thirty (30) days prior to its due date, a copy of any bill received for the payment of taxes, assessments and/or insurance and shall deliver to Trustee evidence of payment thereof within sixty (60) days of any such payment due date. The failure to do so shall be an event of default under the Note secured hereby.

First American Bank of Bensenville  
as Trustee U/T/A dated 5/29/79 Trust  
#79-218

*J. C. Schlemmer* U.S. District Court  
*Marie L. Thomas* Asst. Secy



26 859 642

END OF RECORDED DOCUMENT